

TOWN OF BROOKLINE  
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 11-Feb-20

TO:	Jonathan Levi Architects 266 Beacon Street Boston MA 02116
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Purchase Order Number

21913796

Vendor Number

7860

PAYMENT AMOUNT

\$7,259,563.00

BUDGET \$7,259,563.00  
BALANCE \$7,259,563.00

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2518K154		6B0129
	2519K168		6B0139

FOR: Driscoll School Schematic Design

Amendment	Date	
2	1/17/2020	Design Services through Completion of the project

AMOUNT  
\$7,259,563.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

BOARD OF SELECTMEN

APPROVAL OF:

Bernard W. Greene, Chairman

Benjamin Franco

Nancy S. Heller

Heather Hamilton

Raul Fernandez

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 1

**WHEREAS**, the TOWN OF BROOKLINE ("Owner") and JONATHAN LEVI ARCHITECTS LLC (the "Designer") (collectively, the "Parties") entered into a Contract on August 31, 2018, ("Contract") for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at 64 Westbourne Terrace, Brookline, MA 02446; and

**WHEREAS**, effective as of January 17, 2020, the parties wish to amend the contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, Construction Documents Phase, the Bid Phase, the Construction Administration Phase and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Schematic Design Phase	\$1,179,260	\$ 0	\$ 500	\$ 1,179,760
Design Development Phase	\$ 0	\$ 0	\$ 1,814,766	\$ 1,814,766
Construction Documents Phase	\$ 0	\$ 0	\$ 2,540,672	\$ 2,540,672
Bidding Phase	\$ 0	\$ 0	\$ 290,363	\$ 290,363
Construction Phase	\$ 0	\$ 0	\$ 2,540,672	\$ 2,540,672
Completion Phase	\$ 0	\$ 0	\$ 72,590	\$ 72,590
Extra Services Estimate - \$500,000	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$ 0</b>	<b>\$ 7,259,563</b>	<b>\$ 8,438,823</b>

This Amendment is a result of: extending the Designer basic services beyond Schematic Design through the Design Development, Construction Documents, Bidding, Construction Administration and Project Completion Phases and all associated work.

3. The Construction Budget shall be as follows:

Original Budget: \$ 93,335,813  
Amended Budget \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: Phase 1 Substantial Completion – 11/4/2022  
Phase 2 Substantial Completion – 8/31/2024  
Amended Schedule \_\_\_\_\_

Phase 1 – New Building, Roadways and Sidewalk Work

Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells and Site Improvements

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**DESIGNER:**

Jonathan Levi, FAIA

\_\_\_\_\_  
(print name)

Principal

\_\_\_\_\_  
(print title)

By:  \_\_\_\_\_  
(signature)

Date: 2/11/20