



November 9, 2021

Mr. Tony Guigli  
Project Manager  
Building Department  
333 Washington Street  
Brookline, MA 02445

Re: Michael Driscoll School Project  
Designer Services Contract Amendment No. 17

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 17 presented by Jonathan Levi Architects in their Fee Proposal, dated July 12, 2021, for Vibration Monitoring Services to be performed by McPhail Associates, Inc. as outlined in their March 12, 2020 Proposal. These services are for performing ground vibration monitoring during construction activities related to site, foundations, and geothermal system installations. Four seismographs strategically located to record ground vibrations across the site will be provided and monitored for a 12-month period. McPhail's fee for the vibration monitoring is \$97,920.00 and JLA's associated administrative cost is \$9,792.00 per the Designer Contract.

The scope of services is required to ensure that ground vibrations caused by construction activities are maintained within required thresholds to avoid damaging neighboring properties. The cost of the work aligns with the services outlined by McPhail and are as previously presented and reviewed as future anticipated work. The vibration monitoring was recently carried under the GMP budget; however, a credit was provided for the costs carried in the GMP since McPhail was already a consultant of JLA. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 17 for the total of \$107,712.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,

Lynn Stapleton, AIA, LEED AP B D + C

Cc: Jim Rogers, LeftField, LLC  
Jennifer Carlson, LeftField, LLC  
Adam Keane, LeftField, LLC  
Philip Gray, Jonathan Levi Architects

main: 617-737-6400 fax: 617-217-2001  
225 franklin street, 26<sup>th</sup> floor, boston, ma 02110

**owner project manager**  
owner representative construction audits  
cost forecasting capital budgeting

**CONTRACT FOR DESIGNER SERVICES  
AMENDMENT NO. 17**

**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 the 64 Westbourne Terrace, Brookline, MA 02446; and

**WHEREAS**, the scope of this work is summarized in the attached Jonathan Levi Architects’ (JLA) Proposal, dated July 12, 2021, for Vibration Monitoring Services during construction to be performed by McPhail Associates, Inc. as outlined in their March 12, 2020 Proposal; and

**WHEREAS**, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

**WHEREAS**, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

**WHEREAS**, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

**WHEREAS**, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

**WHEREAS**, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

**WHEREAS**, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

**WHEREAS**, Contract Amendment No. 8 was approved by the Town of Brookline on August 11, 2020; and

**WHEREAS**, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

**WHEREAS**, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

**WHEREAS**, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

**WHEREAS**, Contract Amendment No. 12 was approved by the Town of Brookline on April 13, 2021; and

**WHEREAS**, Contract Amendment No. 13 was approved by the Town of Brookline on September 14, 2021; and

**WHEREAS**, Contract Amendment No. 14 was approved by the Town of Brookline on September 14, 2021; and

**WHEREAS**, Contract Amendment No. 15 was approved by the Town of Brookline on October 12, 2021; and

**WHEREAS**, Contract Amendment No. 16 was approved by the Town of Brookline on October 12, 2021; and

**WHEREAS**, effective as of November 9, 2021, the parties wish to amend the contract, as amended:

**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 this Contract Amendment No. 17 for the total value of \$107,712.00. This Amendment is based on JLA's Consultants McPhail Associates' Proposal, dated March 12, 2020 for \$97,920.00 and JLA's associated administrative mark-up of 10% for \$9,792.00. The Designer is herein authorized to commence the services outlined in this Amendment, 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		Previous Amendments	Amount of This Amendment	Total of All Amendments
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590
CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 - Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 5,500	\$ 0	\$ 5,500
CA #4 – HAZMAT Consulting	\$ 0	\$ 138,512	\$ 0	\$ 138,512
CA #5 – Geo-Environmental & Geotechnical, Subsurface	\$ 0	\$ 340,725	\$ 0	\$ 340,725
CA #6 – Utilities – Hydrant Flow Test	\$ 0	\$ 1,375	\$ 0	\$ 1,375
CA #7 – Supplemental Geo-Engineering & Geotechnical	\$ 0	\$ 50,050	\$ 0	\$ 50,050
CA #8 – Site Surveying	\$ 0	\$ 2,750	\$ 0	\$ 2,750
CA #9 – Supplemental Geo-environmental Engineering	\$ 0	\$ 42,900	\$ 0	\$ 42,900

CA #10–Supplemental Geo-environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #11–Supplemental Geo-environmental Engineering	\$ 0	\$ 13,200	\$ 0	\$ 13,200
CA #12–Supplemental Survey Building Height Certification	\$ 0	\$ 1,320	\$ 0	\$ 1,320
CA #13 – Solar Study	\$ 0	\$ 2,090	\$ 0	\$ 2,090
CA #14–Supplemental Geo-Environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #15–Supplemental Geo-Environmental Engineering	\$ 0	\$ 48,400	\$ 0	\$ 48,400
CA #16–Geothermal System Engineering & Construction Administration	\$ 0	\$ 79,244	\$ 0	\$ 79,244
CA #17–Vibration Monitoring Services	\$ 0	\$ 0	\$ 107,712	\$ 107,712
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$ 8,142,902</b>	<b>\$ 107,712</b>	<b>\$ 9,429,874</b>

This Amendment is for performing Vibration Monitoring services during construction activities.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$ 98,478,979</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Phase 1 Substantial Completion – 11/4/2022</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>
Amended Schedule	<u>Phase 1 Substantial Completion – 5/31/2023</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>

Phase 1 – New Building, Roadways and Sidewalk Work

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

5. This Amendment contains all 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, with the prior approval of the Authority, 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: November 9, 2021





March 12, 2020

Jonathan Levi Architects  
266 Beacon Street  
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School; Brookline, Massachusetts  
Proposal for Vibration Monitoring Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing vibration monitoring services during the construction phase for the above-referenced project.

The existing Michael Driscoll School fronts onto Westbourne Terrace to the north, and is bounded by Bartlett Street to the west. Bartlett Crescent parallels the school to the southwest. Currently, an existing 2 to 3-story brick school building occupies the northern portion of the site, a playground, an athletic field and tennis courts are present at the southern and eastern ends of the school property. The existing ground surface across the project site generally slopes from north to south ranging from approximately Elevation +125 along Westbourne Street to about Elevation +103 along Washington Street.

Based on the information provided to us, the proposed 4-story Driscoll School building will occupy a footprint of approximately 43,900 square feet. The proposed structure will include a basement level that extends beneath the majority of the building footprint. Within the northern and eastern portions of the building, the basement will occupy a footprint of approximately 20,300 square feet at approximately Elevation +87.5. The northern portion of the basement will contain the gymnasium, locker rooms, storage, and mechanical space. The first floor of the new building is understood to be at approximately Elevation +105.5 with a portion of the first-floor space along extending beyond the basement footprint to the south.

Based on information provided by Adam Keane, the vibration monitoring will require seismograph units that will monitor ground vibrations generated during excavation for and construction of the proposed Driscoll School building and the demolition of the existing school. More specifically, Mr. Keane has requested that the vibration monitoring program, include the operation of four (4) seismographs for a 12-month period. Further, it has been requested that the monitoring program include the use of remote cellular-equipped monitors to provide notifications via email of exceedances of established threshold values. In general, this task includes the following:

1. Provide four (4) seismographs to monitor construction vibrations at the perimeter of the site. Each seismograph will be equipped with a cellular modem to allow for remote monitoring. This remote monitoring would include e-mail dissemination of threshold level exceedances to McPhail and the project team;



Jonathan Levi Architects  
March 12, 2020  
Page 2

- a. A not-to-exceed fee of \$6,000 for the initial set up of four (4) seismographs and associated equipment.
  - b. 12 months of monitoring with 4 seismographs at a rate of \$1,265/month for each seismograph with modem and enclosure= \$60,720
2. Review monitoring data from each unit and prepare monthly summary reports.
    - a. \$1,000 per monthly summary report for 12 months = \$12,000
  3. A fee of \$400/week to provide a field engineer to change the batteries on a weekly basis and troubleshoot issues that may arise = \$19,200

The not-to-exceed fee to complete the above scope of vibration monitoring is \$97,920. The fee also includes the periodic involvement of our project engineer to review the vibration monitoring data and troubleshoot issues with the seismograph, should they arise.

As previously noted, as requested, the above fee is based on a 12-month monitoring period. Should our vibration monitoring service and/or presence on the site be required for a greater period, McPhail will provide a supplemental fee proposal.

The engineer's liability for damages due to professional negligence in performing engineering services will be limited to an amount not to exceed \$1,000,000 in accordance with the terms and conditions of our policy.

Invoicing for services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay interest at the rate of 1.5 percent per month on monies outstanding in excess of 30 days and collection costs on monies outstanding in excess of 90 days.





Jonathan Levi Architects  
March 12, 2020  
Page 3

We appreciate being invited to submit this proposal and look forward to the opportunity of being of service to you on this project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

A handwritten signature in cursive script that reads "Nicholas D. Hodge".

Nicholas D. Hodge

BY \_\_\_\_\_

A handwritten signature in cursive script that reads "Joseph G. Lombardo, Jr.".

Joseph G. Lombardo, Jr., L.S.P.

DATE \_\_\_\_\_

N:\Working Documents\Proposals\6693 Driscoll School Geotech\_VM 031220.docx  
NDH/jgl