

October 10, 2023

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

Re: Michael Driscoll School Project  
Designer Services Contract Amendment No. 25

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 25 presented by Jonathan Levi Architects (JLA) for the amount of \$3,520.00. This Amendment is for additional Acoustical Consulting services to perform sound/noise output measurements for the adiabatic dry cooler and the generator to address neighborhood noise concerns and to provide any necessary insight on acoustical considerations. Understanding the noise levels generated by the exterior equipment for the school is important information for the Town to have and the cost is in line with previous sound measurements taken. Therefore, LeftField recommends that the Town of Brookline accept Amendment No. 25 for the amount of \$3,520.00.

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  
Adam Keane, LeftField, LLC  
Philip Gray, Jonathan Levi Architects

**CONTRACT FOR DESIGNER SERVICES**  
**AMENDMENT NO. 25**

**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 September 8, 2023, for additional Acoustical Consulting Services performed by Acentech; 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**, Contract Amendment No. 17 was approved by the Town of Brookline on November 9, 2021, and

**WHEREAS**, Contract Amendment No. 18 was approved by the Town of Brookline on December 13, 2021, and

**WHEREAS**, Contract Amendment No. 19 was approved by the Town of Brookline on December 14, 2021, and

**WHEREAS**, Contract Amendment No. 20 was approved by the Town of Brookline on February 8, 2022, and

**WHEREAS**, Contract Amendment No. 21 was approved by the Town of Brookline on September 13, 2022, and

**WHEREAS**, Contract Amendment No. 22 was approved by the Town of Brookline on December 13, 2022, and

**WHEREAS**, Contract Amendment No. 23 was approved by the Town of Brookline on June 13, 2023, and

**WHEREAS**, Contract Amendment No. 24 was approved by the Town of Brookline on June 13, 2023, and

**WHEREAS**, effective as of October 10, 2023, 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. 25 for the total value of \$3,520.00. This Amendment is based on JLA’s Proposal, dated September 8, 2023, which is based on Acentech’s Proposal, dated September 5, 2023, for additional sound/noise output measurements for specific equipment onsite. 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:

<b>Fee for Basic Services</b>		<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>Total of All Amendments</b>
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	\$ 107,712	\$ 0	\$ 107,712
CA #18–Additional Survey	\$ 0	\$ 1,523.78	\$ 0	\$ 1,523.78
CA #19-Additional Geo- Environmental Construction Monitoring & Testing	\$ 0	\$ 26,070.00	\$ 0	\$ 26,070.00
CA #20-Additional Geo- Environmental Construction Monitoring & Testing	\$ 0	\$ 74,800.00	\$ 0	\$ 74,800.00
CA #21-Rain Garden Redesign and Geothermal Alternate	\$ 0	\$ 10,780.00	\$ 0	\$ 10,780.00
CA #22-Change to Terrazzo	\$ 0	\$ 12,500.00	\$ 0	\$ 12,500.00

CA #23-Geo-environmental	\$ 0	\$ 201,850.00	\$ 0	\$ 201,850.00
CA #24-Geo-environmental Construction Monitoring	\$ 0	\$ 5,500.00	\$ 0	\$ 5,500.00
CA #25 – Additional Construction Admin.	\$ 0	\$ 0	\$ 3,520	\$ 3,520
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$8,583,637.78</b>	<b>\$ 3,520</b>	<b>\$9,766,417.78</b>

This Amendment is for additional acoustical consulting services for sound/noise output measurements.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$100,720,162</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 – 9/29/2023</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:**

Philip Gray  
\_\_\_\_\_  
(print name)

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

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

Date: October 10, 2023

8 September 2023

Mr. Jim Rogers  
Principal  
LEFTFIELD Project Management  
225 Franklin Street, 26th Floor  
Boston, MA 02110

Re: *Fee Proposal, Acoustical Consulting Services  
Driscoll School, Brookline MA*

Dear Jim,  
Attached please find a proposal from Acentech for Acoustical Consulting services to be performed as a subconsultant to JLA.

**Fee**  
As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Noise measuring and report (2 visits)	\$3,200
10% markup	\$320
<b>Total</b>	<b>\$3,520</b>

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,

Philip Gray  
Associate Principal  
Jonathan Levi Architects



September 5, 2023

Philip Gray  
Jonathan Levi Architects  
266 Beacon Street  
Boston, MA 02116

Via Email: [pgray@leviarc.com](mailto:pgray@leviarc.com)

Subject: Proposal for Acoustics Consulting Services  
Driscoll School  
Brookline, MA  
Proposal Number 631454.50

Dear Philip:

Thank you for requesting this proposal for additional services for measurements at the Driscoll School. We enjoyed working with you on the base scope of the project and look forward to continuing our work with you.

### **SCOPE OF SERVICES**

We understand that ownership wants to measure the noise output from the adiabatic dry cooler and the generator at the nearest property lines. To assist you with respect to acoustical considerations, we will:

1. Visit the site to perform handheld sound level meter measurements. We need coordination with site personnel to make sure we can turn both units fully on and off.
2. Prepare a letter report summarizing our observations and measurement results.
3. Participate in a follow-up conference calls with you to discuss our report.
4. If recommendations are required for the equipment, we will follow-on with a separate proposal.

### **PROPOSED FEES**

We propose to provide these services on a Fixed Fee basis for \$2,000 in connection with the work in accordance with the base project Terms and Conditions.

(If we need to make two visits to measure the equipment, we propose an extra \$1,200 in connection with the work.)

\*\*\*\*\*



I hope this proposal outlines the services you desire in connection with the project. If you have any questions or would like us to revise our proposal to suit your needs better, please let me know.

Sincerely,



Nicole Cuff, PE  
Principal

ACCEPTED for JLA
By (Signature): _____
Title: _____
Date: _____



September 5, 2023

Philip Gray  
Jonathan Levi Architects  
266 Beacon Street  
Boston, MA 02116

Via Email: [pgray@leviarc.com](mailto:pgray@leviarc.com)

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Brookline, MA  
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Sincerely,



Nicole Cuff, PE  
Principal

ACCEPTED for JLA
By (Signature): _____
Title: _____
Date: _____