

TOWN OF BROOKLINE
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 16-Oct-20

TO:	Jonathan Levi Architects 266 Beacon Street Boston MA 02116
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Purchase Order Number
21913796

Vendor Number
7860

BUDGET \$8,757,681.00
BALANCE \$7,434,418.20

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2518K154		6B0129
	2519K154		6B0130

PAYMENT AMOUNT
\$19,800.00

FOR: Driscoll School Schematic Design

Amendment	Date	
10	10/13/2020	Added Geoenvironmental subsurface exploration

AMOUNT
\$19,800.00

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

Nancy S. Heller

Heather Hamilton

Raul Fernandez

John VanScoyoc

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance

October 13, 2020

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

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 10

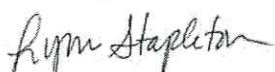
Dear Mr. Guigli,

LeftField has reviewed the Designer Contract Amendment No. 10 presented by Jonathan Levi Architects for supplemental geo-environmental engineering services provided by their Geotechnical/Geo-environmental Engineering Consultant, McPhail Associates. The request is based on McPhail's Proposal, dated September 18, 2020, which indicates that additional subsurface exploration is required to determine the extent of the VPH release within the soil and groundwater in the vicinity of the release. The additional subsurface exploration will include 9 borings and 3 new groundwater monitoring wells including sampling and testing of both soil and groundwater for MCP compliance and remedial response actions. McPhail's cost to perform the services outlined is \$18,000.00 and JLA's administrative costs of \$1,800.00 is per the Designer Contract.

In reviewing McPhail's cost to provide the tasks outlined, LeftField feels that the costs are unavoidable due to the discovery of the VPH release found during McPhail's subsurface exploration program. The cost aligns with the scope of services required and was included in McPhail's projected cost summary presented to the Building Commission. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 10 for the total of \$19,800.00.

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

Sincerely,



Lynn Stapleton, AIA, LEED

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

main: 617-737-6400 fax: 617-737-6401
225 Franklin Street, 26th floor, Boston, MA 02110

DRISCOLL SCHOOL
PROJECT
Jonathan Levi Architects
Contract Amendment
#10
increase 19,800.00
Added geoenvironmental
subsurface exploration

owner project manager
representative construction audits
forecasting capital budgeting

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 10

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 Proposal for Supplemental Geo-environmental Engineering Services from McPhail Associates, Inc., dated September 18, 2020; 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, effective as of October 13, 2020, 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. 10 for the total value of \$19,800.00. This Amendment is based on JLA’s Consultant McPhail Associates’ Proposal, dated September 18, 2020 for \$18,000.00 and JLA’s administrative mark-up of 10%. This Amendment is for performing nine geoprobes, installing three groundwater monitoring wells, sampling and testing groundwater from three monitoring wells and soil, prepare an Environmental Conditions Report for MCP compliance and remedial response actions. 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	\$ 0	\$ 19,800	\$ 19,800
Total Fee	\$1,179,260	\$ 7,959,048	\$ 19,800	\$ 9,158,108

This Amendment is for performing nine geoprobes, installing three new groundwater monitoring wells, sampling and testing groundwater and soil and preparing report for MCP compliance and remedial response actions.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 93,335,813</u>
Amended Budget	<u>\$ 92,791,890</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:

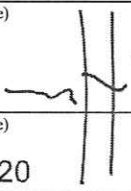
(signature)

Date:

DESIGNER:

Jonathan Levi, FAIA
(print name)

Principal
(print title)

By: 

(signature)

Date: 10/1/2020

Jonathan Levi Architects
www.leviarc.com
266 beacon street boston ma 02116 tel 617.437.9458 fax 617.437.1965

22 September 2020

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

Re: *Fee Proposal, Geoenvironmental Services
Driscoll School, Brookline MA*

Dear Jim,
Attached please find a proposal from McPhail for Geoenvironmental 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.

Task 4: Borings, testing, and report	\$18,000
<u>10% markup</u>	<u>\$1,800</u>
Total	\$19,800

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

JLA



September 18, 2020

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School; Brookline, Massachusetts
Proposal for Supplemental Geoenvironmental Engineering Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing supplemental geoenvironmental engineering services for the above-referenced project. The proposed scope of work is being provided as a supplement to our March 4, 2020 proposal for geoenvironmental engineering services and is subject to the Terms and Conditions contained therein. Task numbers referenced herein are numerically sequenced to the March 4 proposals.

Background

Four (4) subsurface exploration programs have been completed by McPhail Associates, LLC in November 2018 for preliminary geotechnical purposes and in February, April, and July 2020 for geotechnical and geoenvironmental purposes. In general, the results of testing identified the presence of the constituents analyzed at concentrations typical to urban fill material and/or consistent with natural background levels for the natural soil samples.

However, the presence of tetrachloroethene ("PCE", a chlorinated volatile organic compound "CVOC") was detected in a sample of fill obtained from boring B-106, S8 (14-15 feet) at a concentration of 2 milligrams per kilogram (mg/kg) which exceeds the applicable RCS-1 Reportable Concentration of 1 mg/kg and the VPH fractions C9-C10 Aromatics and C5-C8 Aliphatics were detected in sample B-303 (16-18 feet) at concentrations of 564 mg/kg and 150 mg/kg, respectively, which exceeded the MA DEP RCS-1 Reporting Concentration of 100 mg/kg as contained in the Massachusetts Contingency Plan 310 CMR 40.0000 (MCP). The detected concentration of tetrachloroethene in sample B-106, S8 (14-15 feet) and the VPH fractions C9-C10 Aromatics and C5-C8 Aliphatics in sample B-303, S-9 (16-18 feet) is considered to be a Reportable Condition that required notification to the DEP within 120 days of the owner or operator of the subject property obtaining knowledge of the release condition via the filing of a Release Notification Form (RNF) to the DEP. Sampling and testing of groundwater samples obtained from monitoring wells installed at the site has not identified a reportable release condition in groundwater. Accordingly, the Town of Brookline filed an RNF with the DEP on July 23, 2020 listing the above compounds as reportable releases to soil at the site. RTN 3-36385 was assigned to the release by the DEP.

The horizontal and vertical limits of the PCE release to soil have been defined as part of our July 2020 subsurface exploration program. However, the extent of the VPH release to soil requires further assessment.



Geoenvironmental Task 4: Supplemental Geoenvironmental Services

McPhail proposes a supplemental phase of geoenvironmental subsurface explorations at the site to obtain soil samples from within the vicinity of the identified release of VPH fractions C9-C10 Aromatics and C5-C8 Aliphatics at boring B-303 to further assess the nature and extent of soil contamination, provide recommendations for remedial response actions, and characterize the contaminated soil for off-site reuse, recycling or disposal. Therefore, we propose to advance a total of 9 borings, to determine the extent of the contamination within the vicinity of borings B-303.

One boring will be completed adjacent to B-303 to further assess the vertical depth of contamination. A series of four (4) borings will then be completed approximately 5 to 10 feet away from the original boring B-303 location generally in the north, south, east, and west directions. A second series of four (4) borings will be completed an additional 10 to 20 feet away from the first series (determined in part based on observations made during completion of the initial four (4) borings). Up to three (3) groundwater monitoring wells will be installed in the completed borings. Our initial approach to testing would be to test the soil samples nearest the original boring locations first. Pending results of that testing, the second-level boring samples would only be submitted for testing if the results of the initial testing do not adequately define the extent of contamination. For budgeting purposes, our chemical testing fee detailed below assumes that testing will be performed on each of the 9 soil samples.

Our proposed scope of supplemental geoenvironmental engineering services will include the following:

1. Subcontract with a qualified drilling subcontractor to perform the geoprobes, install the groundwater monitoring wells and clear utilities with Dig-Safe;
2. Provide a qualified field engineer or geologist to mark the exploration locations in the field by taping from existing site features, to monitor the explorations, to obtain representative soil samples, to monitor the groundwater levels in the completed explorations, to prepare detailed field logs, to make modifications to the subsurface exploration program depending upon actual conditions encountered and to determine the existing ground surface elevation at each exploration location
3. Screen soil samples obtained from the geoprobes with a MiniRAE 3000 (or equivalent) photoionizer for the presence of total volatile organic compounds (TVOC);
4. Based on the results of our research, soil screening and field observations, submit up to 9 soil samples for testing for the presence of VPH Fractions and/or EPH Fractions;



Jonathan Levi Architects
September 18, 2020
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5. Obtain and submit one sample from each of the groundwater monitoring wells for the presence of VPH fractions and EPH fractions;
6. Review the chemical test results with respect to the applicable reporting thresholds contained in the MCP; and
7. Prepare an Environmental Conditions summary memorandum based on the results of the supplemental exploration program including requirements/recommendations for MCP compliance and remedial response actions.

The cost of chemical testing charged by the laboratory is predicated upon a turnaround time (TAT) of five (5) business days. The fee for engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any direct expenses (e.g. chemical testing) at cost plus 15 percent.

The lump sum fee for the scope of geoenvironmental engineering services listed above in Items 1 through 7 is \$18,000, which includes the drilling subcontractor and an allowance of up to \$4,000 for the maximum scope of chemical testing.

We appreciate being invited to submit this proposal and look forward to being of continued service to you and the design team on this challenging 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

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

Nicholas D. Hodge

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

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

JONATHAN LEVI ARCHITECTS

BY A handwritten signature in cursive script, likely belonging to a representative of Jonathan Levi Architects.

DATE 10/1/2020