



December 14, 2021

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

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 18

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 18 presented by Jonathan Levi Architects in their Fee Proposal, dated November 23, 2021, for Additional Survey Markings in Alleyway to be performed by Hancock Associates, Inc. as outlined in their November 13, 2021 Email Proposal. These services are for providing additional bounds/markings to determine and set the school property's right of way in the alley. It appears the Stokes Pizza building (NW building's back corner) is encroaching on the school's right of way by about 4 inches. It is necessary to determine if this is an adverse possession and to ensure the soil nails are within the right of way. Hancock's fee for these survey services is \$1385.25 and JLA's associated administrative cost is \$138.53 per the Designer Contract.

The scope of services is required, and the cost of the work aligns with the services to be provided by Hancock. These costs were previously presented and reviewed but not acted upon. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 18 for the total of \$1,523.78.

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

**CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 18**

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 November 23, 2021, for Additional Survey Services for alleyway ROW property line performed by Hancock Associates, as outlined in their November 13, 2021 email; 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, effective as of December 14, 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. 18 for the total value of \$1,523.78. This Amendment is based on JLA’s Consultant Hancock Associates’ email proposal, dated November 13, 2021, \$1,385.25, and JLA’s associated administrative mark-up of 10% for \$138.53. 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	\$ 107,712	\$ 0	\$ 107,712
CA #18–Additional Survey	\$ 0	\$ 0	\$ 1,523.78	\$ 1,523.78
Total Fee	\$1,179,260	\$ 8,250,614	\$ 1,523.78	\$9,431,397.78

This Amendment is for performing additional survey in the alleyway to determine ROW property line.

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

(print name)

Principal

(print title)

By: _____
(signature)

Date: November 23, 2021

23 November 2021

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

Re: *Fee Proposal, Supplemental Survey Services*
Driscoll School, Brookline MA

Dear Jim,
Attached please find invoices from Hancock Associates for survey services performed as a subconsultant to JLA to locate and mark the property line in the east alleyway as requested by Leftfield.

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.

Survey marking \$1,300.00

Site plan review \$85.25

Subtotal **\$1,385.25**

10% Markup \$138.53

Total **\$1,523.78**

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



Philip Gray <pgray@leviarc.com>

Driscoll Brookline property line location

Philip Gray <pgray@leviarc.com>

Fri, Nov 13, 2020 at 9:37 AM

To: "J.Dan Bremser" <dbremser@hancockassociates.com>

Cc: Adam Keane <akeane@leftfieldpm.com>, Lynn Stapleton <lstapleton@leftfieldpm.com>

Hi Dan,

Please consider this email to be formal authorization. Lynn - do we need a formal proposal for this work?

- Philip

On Nov 13, 2020, at 9:32 AM, J.Dan Bremser <dbremser@hancockassociates.com> wrote:

Philip,

Adam would like us out next Thursday (or Friday as a rain day). I have confirmed that on our scheduler as an appointment. Adam asked that we arrange payment through Jonathon Levi Architects. With I am expecting it will only be about a half day with travel. Cost would be \$1300 + \$80 reimbursables. We can do that as additional Assistance under the existing contract with Philip's email authorization. If you need it as a formal proposal, let me know.

Regards, Dan

J. Dan Bremser, PLS

Senior Project Manager

HANCOCK ASSOCIATES

Surveyors | Engineers | Scientists

Licensed in MA, NH, CT and RI

Established 1978

315 Elm Street, Marlborough, MA 01752

P (508) 460-1111 (ext 520), F (508) 460-1121

dbremser@hancockassociates.com

www.hancockassociates.com

From: Adam Keane [mailto:akeane@leftfieldpm.com]

Sent: Wednesday, November 11, 2020 1:42 PM

To: J.Dan Bremser <dbremser@hancockassociates.com>

Subject: Re: Driscoll Brookline property line location

Dan,

Please forward your mobile number.

Thanks,

Adam Keane

Sr. Project Manager

c: 617.593.9539 | t: 617.737.6400

e: akeane@leftfieldpm.com

225 Franklin Street, 26th Floor, Boston, MA 02110

www.leftfieldpm.com

<image001.jpg>

From: "J.Dan Bremser" <dbremser@hancockassociates.com>

Date: Wednesday, November 11, 2020 at 9:55 AM

To: Keane Adam <akeane@leftfieldpm.com>

Cc: Robert Braga Jr <RBraga@GilbaneCo.com>, Matt Casey <mcasey@leftfieldpm.com>, Philip Gray <pgray@leviarc.com>, Jim Rogers <jrogers@leftfieldpm.com>, Tony Guigli <tguigli@brooklinema.gov>, Jennifer Carlson <jcarlson@leftfieldpm.com>, Matt Gillis <matt_gillis@psbma.org>, "Kincaid, G." <WKincaid@GilbaneCo.com>, "Callahan, Lynda M." <LCallahan@Gilbaneco.com>

Subject: RE: Driscoll Brookline property line location

Adam,

I did not get your message.

I am heading to a site meeting shortly but will take your phone number and will call when I am on the road.

Dan

J. Dan Bremser, PLS

Senior Project Manager

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dbremser@hancockassociates.com

www.hancockassociates.com

From: Adam Keane [mailto:akeane@leftfieldpm.com]
Sent: Wednesday, November 11, 2020 9:41 AM
To: J.Dan Bremser <dbremser@hancockassociates.com>
Cc: Robert Braga Jr <RBraga@gilbaneco.com>; Matt Casey <mcasey@leftfieldpm.com>; Philip Gray <pgray@leviarc.com>; Jim Rogers <jrogers@leftfieldpm.com>; Tony Guigli <tguigli@brooklinema.gov>; Jennifer Carlson <jcarlson@leftfieldpm.com>; Matt Gillis <Matt_Gillis@psbma.org>; Kincaid, Walter J. G. <wkincaid@gilbaneco.com>; Callahan, Lynda M. <LCallahan@gilbaneco.com>
Subject: Re: Driscoll Brookline property line location

Hi Dan,

My name is Adam Keane and I am an Owner's Project Manager working on The Driscoll Project. I left you a voice mail last week.

Please return my call as I would like to discuss having a survey crew return to site to set additional markings in the Alley.

I can be reached at 617-593-9539.

Thanks,

Adam Keane

Sr. Project Manager

c: 617.593.9539 | t: 617.737.6400

e: akeane@leftfieldpm.com

225 Franklin Street, 26th Floor, Boston, MA 02110

www.leftfieldpm.com

<image002.jpg>

From: Philip Gray <pgray@leviarc.com>
Date: Thursday, October 29, 2020 at 10:11 AM
To: Tony Guigli <tguigli@brooklinema.gov>, Jim Rogers <jrogers@leftfieldpm.com>, Jennifer Carlson <jcarlson@leftfieldpm.com>, Matt Gillis <Matt_Gillis@psbma.org>, "Kincaid, G." <wkincaid@gilbaneco.com>, "Callahan, Lynda M." <LCallahan@gilbaneco.com>
Cc: Adam Keane <akeane@leftfieldpm.com>, Robert Braga Jr <RBraga@gilbaneco.com>, Matt Casey <mcasey@leftfieldpm.com>
Subject: Fwd: Driscoll Brookline property line location

FYI regarding property line at the alley at Wash Street. According to the surveyor, the Stokes Pizza building is about 4" into the school property right of way.

- Philip

----- Forwarded message -----

From: **J.Dan Bremser** <dbremser@hancockassociates.com>
Date: Fri, Oct 23, 2020 at 11:27 AM
Subject: RE: Driscoll Brookline property line location

To: Philip Gray <pgray@leviarc.com>
Cc: Keane Adam <akeane@leftfieldpm.com>

Philip,

Close.

The back corner of the building is 0.31' into the ROW per our locations.

If you look at our EC plan, you will note from Detail E that those two bounds in front of the building are almost exactly 2' off the sideline of the road. They are what is called "2' offset bounds". You will also note that just west of there is a sideline bound that is on the sideline. We, of course, have the advantage of doing a huge survey around the entire block to confirm those facts.

Hypothetically, someone surveying just that line, who is not thorough with their research, might mistakenly think those are all sideline bounds or all 2' offset bounds and not realize might make a mistake staking that line...

Regards, Dan

From: Philip Gray [mailto:pgray@leviarc.com]
Sent: Friday, October 23, 2020 9:41 AM
To: J.Dan Bremser <dbremser@hancockassociates.com>
Cc: Keane Adam <akeane@leftfieldpm.com>
Subject: Re: Driscoll Brookline property line location

Thanks Dan,

I appreciate the detailed reply. Just so I am sure I understand it, does this mean that the brick wall of the abutters property is .1 feet from the property line?

Thanks again,

- Philip

On Oct 23, 2020, at 8:58 AM, J.Dan Bremser <dbremser@hancockassociates.com> wrote:

Philip,

Here is a screen capture out of CAD for what we set. We did not set anything on the east side of the layout. If there are points there, they are set by others. On the point numbers listed below, MN/S stands for "Magnetic (surveyor's) Nail Set". In this area, we set the angle points of the right of way (ROW) (points 500 and 501) and we set the proposed building corners (points 803 & 804) which are about 3-4" back from the right of way. The two squares with a dot south of the abutter's building are stone bounds with drill holes that we found that are "record" town road bounds (2' offset bounds) that tie in really well with how we show the 20' wide ROW on the plan. As I believe I mentioned in the past, the hold that we used had that NW abutting building about 4" into the ROW at the back corner. It is a possible encroachment though odds are it has been there more than 20 years and would likely qualify as adverse possession if the owner were to go that route. So the nails we set at 804 should be about 20.1' +/- from the face of the building.

Let me know if I can be of any further assistance.

Regards, Dan

J. Dan Bremser, PLS

Senior Project Manager

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dbremser@hancockassociates.com

www.hancockassociates.com

<image001.png>

From: Philip Gray [mailto:pgray@leviarc.com]
Sent: Thursday, October 22, 2020 5:40 PM
To: J.Dan Bremser <dbremser@hancockassociates.com>
Cc: Keane Adam <akeane@leftfieldpm.com>
Subject: Driscoll Brookline property line location

Hi Dan,

I'm hoping you can clear something up for us. We are coordinating with the abutters, and there seems to be a discrepancy between the survey (attached) and the markings on the pavement which Hancock did recently. The survey shows the property line tight against the abutters building, but the pavement markings seem to indicate that it is as much as 18" away from the building. This is causing some problems. Can you clarify which is correct?

Thanks,

- Philip

--

Philip Gray

Principal

Jonathan Levi Architects

Recipient, Harleston-Parker Medal, Boston Society of Architects/AIA & City of Boston

266 Beacon Street
Boston MA 02116
tel 617.837.0125
<http://www.leviarc.com>

JLA typically reviews email inboxes twice a day.
If an immediate response is needed, please call the studio.

--

Philip Gray

Principal

Jonathan Levi Architects

Recipient, Harleston-Parker Medal, Boston Society of Architects/AIA & City of Boston

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