



September 13, 2022

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

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 21

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 21 presented by Jonathan Levi Architects' Fee Proposal, dated August 16, 2022, for the redesign of the rain garden to be performed by Halvorson, as outlined in their August 3, 2022 Proposal. As the request of the Town, the rain garden redesign will involve several design iterations proposing a variety of permeable surfacing options to replace the boulders originally proposed for the rain garden for decision-making purposes. The cost for the redesign is \$9,800.00 with JLA's administrative costs of \$980.00 for a total of \$10,780.00.

The scope of services is as requested by the Town of Brookline and the cost of the work aligns with the fee presented. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 21 for the total of \$10,780.00.

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

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 21

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 August 16, 2022, for redesign of the rain garden to be performed by Halvorson, as outlined in their August 3, 2022 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, Contract Amendment No. 17 was approved by the Town of Brookline on November 9, 2021, and

WHEREAS, Contract Amendment No. 18 is being presented for approval by the Town of Brookline on December 13, 2021, and

WHEREAS, Contract Amendment No. 19 is being presented for approval by the Town of Brookline on December 14, 2021, and

WHEREAS, Contract Amendment No. 20 is being presented for approval by the Town of Brookline on February 8, 2022, and

WHEREAS, effective as of September 13, 2022, 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. 21 for the total value of \$10,780.00. This Amendment is based on JLA’s Consultants Halvorson’s Proposal, dated August 3, 2022, for \$9,800.00 and JLA’s associated administrative mark-up of 10% for \$980.00. 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	\$ 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	\$ 0	\$ 10,780.00	\$ 10,780.00
Total Fee	\$1,179,260	\$8,353,007.78	\$ 10,780.00	\$9,543,047.78

This Amendment is for design services for the redesign of the rain garden as requested by the Town of Brookline.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$ 98,597,330</u>

3. The Construction Budget shall be as follows:

Original Budget:	\$ 92,909,563 _____
Amended Budget	\$ 98,597,330 _____

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: September 13, 2022

16 August 2022

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

Re: *Fee Proposal, Landscape Services - Rain Garden Redesign
Driscoll School, Brookline MA*

Dear Jim,

Attached please find a proposal from Halvorson for Landscape design services associated with the redesign of the rain garden to be performed as a subconsultant to JLA.

Fee

As described in Article 8.2.2 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.

Rain Garden Redesign	\$9,800
10% markup	\$980
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Total	\$10,780

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
Senior Principal
Jonathan Levi Architects

August 03, 2022

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

**Re: Driscoll Elementary School Additional Landscape Architectural Services
for rain garden redesign efforts – Amendment #2**

Dear Philip:

We are pleased to continue our work with you on the Driscoll Elementary School project and to provide this amendment to the original contract between Jonathan Levi Architects and Tighe & Bond, Inc. (Halvorson | Tighe & Bond Studio or "Halvorson"), 25 Kingston Street, 5th Floor, Boston, MA 02111.

Scope of Additional Services

Specifically, this amendment is for expanded landscape architectural services including design through construction of a new rain garden, including scope as outlined below:

Halvorson prepared for and attended numerous meetings with the Town of Brookline and the School Board associated with the requested redesign of the rain garden, all of which were not factored into our original contract.

The redesign involved research and preparation of several design iterations proposing a variety of permeable surfacing options to replace the boulders originally proposed in the rain garden.

Plan and perspective renderings were prepared to illustrate the design intent for the space and convey how the space could be activated, depending on the surfacing material selected.

Construction documents were updated to include a revised Materials Plan, Grading Plan, Planting Plan and numerous detail updates to incorporate the new design direction.

In addition, the space needed to be re-graded due to the change in use, and as such required coordination with the Civil engineer to redesign the drainage system.

Compensation

Based on the above, we are requesting a lump sum fee increase of **\$9,800**, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment.

If you would like to discuss further or make any modifications, please contact me. We look forward to our ongoing collaboration on this exciting and transformative project.

Sincerely,

Tighe & Bond, Inc.



Bryan Jereb
Principal



Robert R. Uhlig, ASLA, LEED AP BD+C
Vice President

On behalf of Jonathan Levi Architects, Tighe & Bond, Inc's scope, fee, and the attached terms and conditions are hereby accepted.

Authorized Representative

Date