

**CONTRACT FOR DESIGNER SERVICES  
AMENDMENT NO. 4**

**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 HAZMAT Consulting from CDW Consultants, Inc.; 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**, effective as of March 26, 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. 4 for the total value of \$138,512.00. This Amendment is based on CDW’s Proposal, dated March 11, 2020 and attached, to conduct a confirmatory hazardous materials survey, prepare Design Development and Construction Documents and provide construction administration for the Driscoll School. 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>Original Contract</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	\$ 0	\$ 138,512	\$ 138,512
Extra Services Estimate – \$238,315 Remaining	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$ 7,382,736</b>	<b>\$ 138,512</b>	<b>\$ 8,700,508</b>

This Amendment is a required to test and confirm the HAZMAT and quantities in the existing school and to provide drawings, specifications and construction administration to support the abatement of the existing school.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 93,335,813</u>
Amended Budget	<u>\$ 93,197,301</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>_____</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 of 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)

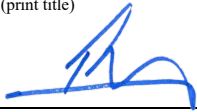
By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**DESIGNER:**

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

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

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

Date: 3/30/20

30 March 2020

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

Re: *Fee Proposal, Hazmat Survey and Abatement Services  
Driscoll School, Brookline MA*

Dear Jim,

Attached please find a proposal from CDW for Hazmat survey and abatement 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 1: Confirmatory Hazmat Survey	\$18,610
Task 2: Summary Report and Cost Estimate	\$5,680
Task 3 DD and CD Documents	\$6,680
Task 4: Construction Administration	\$4,000
Task 5: Abatement Project Monitoring	\$90,950
<b>Subtotal</b>	<b>\$125,920</b>
10% Markup	\$12,592
<b>Total</b>	<b>\$138,512</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



**CDW CONSULTANTS, INC.**  
CIVIL & ENVIRONMENTAL ENGINEERS

March 30, 2020

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

RE: Proposal for Confirmatory Hazmat Survey  
Design Development through Construction Administration  
Driscoll School  
64 Westbourne Terrace, Brookline, MA

Dear Mr. Gray:

CDW Consultants, Inc. (CDW) is pleased to present this proposal to Johnathon Levi Architecture (Client) to conduct a confirmatory hazardous materials survey, prepare Design Development and Construction Documents and provide construction administration for the Driscoll School, in Brookline, Massachusetts (Site). The Client shall provide scaled building plans and detailed final design. This work will be conducted in accordance with USEPA guidelines.

Our proposal includes the following Scope of Services, Schedule of Services, Fee for Services, Assumptions and Limitations, and Terms and Conditions.

**SCOPE OF SERVICES**

CDW's proposed Scope of Services is categorized in the following tasks:

Task 1. Confirmatory Hazardous Building Survey

The confirmatory survey will be conducted some destructive sampling of asbestos-containing materials (ACM), to evaluate additional ACM sampling locations (hidden areas, roofing etc.), to identify additional lead-based paint (LBP) sampling locations. This task includes an allowance for a contractor to assist and repair destructive sampling.

Task 2. Hazardous Materials Report

CDW will prepare a final summary report and drawing revisions depicting the locations of ACM identified in the interior and exterior of the subject building. Client to provide scaled building plans in CADD. An updated abatement cost estimate will be prepared.

Task 3. Design Development and Construction Documents

CDW will prepare one (1) set of preliminary design development specifications (3 sections) and drawings related to hazardous materials for the project. CDW will prepare a preliminary construction cost estimate for identified ACM and hazardous materials. CDW will attend up to one (1) project meeting to confirm final design.

For construction documents, CDW will prepare construction document technical specifications



related to asbestos and universal and hazardous materials present and/or likely to be encountered during building renovations/demolition. Three technical specification sections are included (Asbestos, Universal Wastes/Hazardous Materials & LBP) for the construction document phase (60%, 90% and 100%). The preparation of detailed site plans, locational surveys, or other drawings is not included herein.

#### Task 4. Construction Administration

CDW will attend one construction kick off meeting and review technical specification contractor submittals related to asbestos abatement and hazardous materials abatement.

#### Task 5. Abatement Project Monitoring

CDW will conduct daily project monitoring in accordance with USEPA Asbestos Hazard Emergency Response Act (AHERA) regulations during asbestos abatement. CDW will document the quantities, locations, and types of asbestos-containing materials (ACM) abated, and conduct visual inspections to ensure the proper containment work area preparations have been completed to perform the work in accordance with the construction technical specifications related to asbestos and hazardous materials abatement. CDW's labor cost for project monitoring during abatement activities is based upon a total of one person for (70) 8-hour shifts on-site, assuming work will occur during 1st shift daytime hours.

CDW will provide daily air monitoring during asbestos abatement to ensure the abatement procedures used by the asbestos abatement contractor are appropriate, and that contractor activities are coordinated with the construction manager for efficiency. CDW assumes that the construction manager will be available to assist in coordinating other work that may occur at the Site during the hazardous materials abatement activities.

CDW will prepare daily field notes for the amounts and types of asbestos-containing materials (ACM) and other hazardous materials (OHM) abated. CDW's notes will be compared and reconciled daily with contractor's written summary of quantities abated to ensure accurate recordkeeping by the Contractor. CDW will notify you if issues arise during abatement regarding the reconciliation of quantities of ACM and OHM removed.

CDW will collect air samples for laboratory analysis using Phase Contrast Microscopy (PCM) during abatement activities. Clearance air sampling and analysis will be performed in accordance with AHERA regulations. For work areas where the total amount of ACM abated exceeds 260 linear feet or 160 square feet, analysis will be conducted via Transmission Electron Microscopy (TEM), per AHERA regulations. Up to 400 PCM and up to 50 TEM air samples are included herein.

Upon completion, CDW will compile the abatement notes and quantities into a single Final Abatement Closure Report. The Report will summarize the work completed and provide clearance letters prior to demolition.



## SCHEDULE OF SERVICES

CDW will commence work on this project upon receipt of written authorization to proceed. The schedule for completion of these tasks is based upon Client's needs and from written authorization to proceed. This proposal may be subject to change based upon final design.

## FEE FOR SERVICES

For this project, as defined in SCOPE OF SERVICES, compensation shall be on a fixed fee lump sum follows:

### Task 1. Confirmatory Hazmat Survey

Labor	\$ 7,360
Contractor	\$ 5,500
ACM Samples	\$ 5,000
LBP Samples	\$ 750
<b>Task 1 Subtotal</b>	<b>\$ 18,610</b>

### Task 2. Summary Report and Cost Estimate

Labor:	\$ 5,680
<b>Task 2 Subtotal</b>	<b>\$ 5,680</b>

### Task 3. Design Development and Construction Documents

Labor:	\$ 6,680
<b>Task 3 Subtotal</b>	<b>\$ 6,680</b>

### Task 4. Construction Administration

Labor:	\$ 4,000
<b>Task 4 Subtotal</b>	<b>\$ 4,000</b>

### Task 5. Abatement Project Monitoring

Labor (Report and PM):	\$ 10,750
Expenses: Licensed Project Monitor (70 Shifts)	\$ 67,200
PCM Samples	\$ 8,000
TEM Samples	\$ 5,000
<b>Task 5 Subtotal</b>	<b>\$ 90,950</b>

<b><u>Total Project Cost</u></b>	<b><u>\$ 125,920</u></b>
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## ASSUMPTIONS AND LIMITATIONS

The above scope assumes free and clear access at the scheduled time of the survey. Hidden, latent or inaccessible areas identified during the course of the initial inspection or upon subsequent abatement or demolition activities are not included in the preliminary scope, above. The building must be vacant for through survey. Project monitoring costs are based upon similar size buildings and a fully staffed crew (8-10) people per shift.



**TERMS AND CONDITIONS**

CDW will accept applicable Terms and Conditions of the Contract for Designer Services (i.e., the Prime Agreement) between Brookline Public Schools and Jonathan Levi Architecture/MSBA.

Please sign a copy of this agreement. Retain a copy for your files and return the other to us, the receipt of which shall constitute Notice-to Proceed. If you have any questions, please do not hesitate to contact Bill Betters at extension 27. We look forward to working with you on this project. Thank you for considering CDW Consultants, Inc.

Very truly yours,  
**CDW CONSULTANTS, INC.**

William J. Betters, PG, LSP  
Director of Environmental Services

**AGREED AND ACCEPTED BY CLIENT:**

Name \_\_\_\_\_

Title \_\_\_\_\_