



May 5, 2020

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

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 6

Dear Mr. Guigli,

LeftField has reviewed the Designer Contract Amendment No. 6 presented by Jonathan Levi Architects for reimbursable services provided by their Fire Protection Consultant, Garcia, Galuska & DeSousa (GGD). These services are based on GGD's Proposal, dated April 23, 2020, to conduct a hydrant flow test and prepare a report to assist in the Fire Protection system analysis and design. GGD's base cost is \$1,250 and JLA's administrative costs of \$125 is per the Designer Contract.

In reviewing GGD's cost to provide the tasks, outlined above, LeftField found the cost to be fair and reasonable.

LeftField therefore recommends that the Town of Brookline accept Designer Contract Amendment No. 6 for the total of \$1,375.00.

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. 6

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 basic Geo-Environment Engineering Services and Geotechnical Services including Supplemental Subsurface Exploratory Services for Geo-Environmental and Geotechnical Services from McPhail Associates, 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, 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, effective as of May 12, 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. 6 for the total value of \$1,375.00. This Amendment is based on JLA’s Consultant Garcia, Galuska & DeSousa’s Proposal, dated April 23, 2020 for \$1,250.00 and JLA’s administrative mark-up of 10%. 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	Original Contract	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

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: 5/6/20

6 May 2020

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

Re: *Fee Proposal, Flow Test
Driscoll School, Brookline MA*

Dear Jim,

Attached please find a proposal from GGD for flow test services to be performed as a subconsultant to JLA. It should be noted that the Brookline water department has officially waived their fee for this work however this additional services request is required for our consultant's time to perform the test onsite and provide a report.

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.

Flow Test	\$1,250
10% Markup	\$125
Total	\$1,375

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



Garcia, Galuska & DeSousa
Consulting Engineers Inc.

375 Faunce Corner Road, Suite D, Dartmouth, MA 02747-1258

REQUEST FOR ADDITIONAL SERVICES

L#71411r1

DATE: April 23, 2020
Revised April 29, 2020 **ATTN:** Mr. Philip Gray, AIA, Principal

TO: Jonathan Levi Architects, Inc.

PROJECT: Driscoll School **PRINCIPAL:** Carlos G. DeSousa, P.E.

GGD JOB #: 680 018 00.00 **PROJ. MGR:** Christopher M. Garcia, P.E.

CLIENT TASK#

FEE BASIS: Fixed Fee

ESTIMATED COST FOR CHANGES: \$1,250.00 (One Thousand, Two Hundred Fifty Dollars)

DESCRIPTION OF "ADDITIONAL SERVICES" REQUIRED:

Fire Hydrant Flow Test to be conducted at the Driscoll School, located at 64 Westbourne Terrace, Brookline, MA, necessary for the Fire Protection design.

The Brookline water department has officially waived their fee for this work however this additional services request is required for our consultant's time to perform the test onsite and provide a report.

THE ABOVE ADDITIONAL WORK WILL NOT BE STARTED UNTIL WRITTEN AUTHORIZATION IS RECEIVED.

ADDITIONAL SERVICES APPROVED BY: _____

DATE:

SEND FOR OFFICE ONLY:

254/255 CODE: _____