

June 13, 2023

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

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 24

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 24 presented in Jonathan Levi Architects' Fee Proposal, dated May 25, 2023, for additional Geo-environmental Construction Monitoring Services associated with soil removal from the site. The additional work includes additional soils sampling and collection, soils testing and LSP profiling and construction monitoring of removal. An additional 150-250 C.Y. of soils removal was required.

The total fee proposal is for \$5,500.00 which includes McPhail's work in the amount of \$5,000.00 and JLA's administrative costs of \$500.00. The scope of services are required and are consistent with prior approvals. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 24 in the amount of \$5,500.00.

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
Adam Keane, LeftField, LLC
Philip Gray, Jonathan Levi Architects

CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 24

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 May 24, 2023, and is based on McPhail Associates’ Proposal, dated May 18, 2023, for Geo-environmental Construction Monitoring Services; 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 was approved by the Town of Brookline on December 13, 2021, and

WHEREAS, Contract Amendment No. 19 was approved by the Town of Brookline on December 14, 2021, and

WHEREAS, Contract Amendment No. 20 was approved by the Town of Brookline on February 8, 2022, and

WHEREAS, Contract Amendment No. 21 was approved by the Town of Brookline on September 13, 2022, and

WHEREAS, Contract Amendment No. 22 was approved by the Town of Brookline on December 13, 2022, and

WHEREAS, Contract Amendment No. 23 will be presented for approval by the Town of Brookline on June 13, 2023, and

WHEREAS, effective as of June 13, 2023, 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. 23 for the total value of \$5,500.00. This Amendment is based on McPhail Associates’ Proposal, dated May 18, 2023, for additional Geo-environmental Construction Monitoring Services for \$5,000.00 and includes JLA’s 10% administrative mark-up of \$500.00. 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	\$ 10,780.00	\$ 0	\$ 10,780.00
CA #22-Change to Terrazzo	\$ 0	\$ 12,500.00	\$ 0	\$ 12,500.00

CA #23-Geo-environmental	\$ 0	\$ 201,850.00	\$ 0	\$ 201,850.00
CA #23-Geo-environmental Construction Monitoring	\$ 0	\$ 0	\$ 5,500.00	\$ 5,500.00
Total Fee	\$1,179,260	\$8,578,137.78	\$ 5,500.00	\$9,762,897.78

This Amendment is for the Geo-environmental Construction Monitoring Services that include additional sample soil collection, testing and LSP profile.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$100,173,166</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:

DESIGNER:

(print name)

Jonathan Levi
(print name)

(print title)

Principal
(print title)

By: _____
(signature)

By: _____
(signature)

Date: _____

Date: June 13, 2023

24 May, 2023

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.

Additional Sample Collection, Testing and LSP Profile \$5,000

10% markup \$500

Total \$5,500

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



May 18, 2023

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Mark Warner

Reference: Driscoll School; Brookline, Massachusetts
Proposal for Additional Construction Monitoring Services Phase 1 - Addendum
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Ladies and Gentlemen:

We are pleased to present our proposal for providing additional construction phase geoenvironmental engineering services for above referenced project. The scope of work proposed herein will be provided in accordance with the terms and conditions presented in our proposal dated March 4, 2020 which is incorporated herein by reference.

Background

Currently, the bulk excavation of the proposed basement of the new Driscoll School building is complete. Prior to the start of construction McPhail prepared a report entitled "Revised Soil Management Plan" dated November 18, 2020, which included pre-characterization testing for the removal and off-site disposal of a total of 34,500 cubic yards of soil. Based on a conversation with Gilbane, final grading of the site includes 3 to 12 inches of soil removal from the south and northeast sides of the new building. Based on the information provided to us on May 16, 2023 by Gilbane via email, it is anticipated that the quantity of soil being generated as part of final grading is anticipated to be between 150 and 250 cubic yards.

A4 - Additional Sample Collection, Testing and LSP Profile

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

1. Provide a field engineer to obtain representative soil samples by hand-excavation from the areas to the northeast and south sides of the building where excess soil is to be generated.
2. Screen soil samples with a MiniRAE 3000 (or equivalent) photoionizer for the presence of total volatile organic compounds (TVOC).
3. Submit one (1) composite soil sample to a laboratory for chemical testing for the presence of TPH, SVOCs, Volatile Organic Compounds (VOCs), total MCP-14 metals, Polychlorinated Biphenyls (PCB's), pH, reactivity, conductivity and/or flashpoint/ignitability as required for off-site disposal.



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4. Prepare one (1) profile for the disposal facility which will include an opinion letter written by a Licensed Site Professional (LSP), the chemical test data, a sampling location plan, and a table summarizing the chemical test data.
5. Prepare a Bill of Lading or Material Shipping Record to record the disposal of the excess excavated material, as required by the MCP and DEP's soil management policies.

The cost of chemical testing charged by the laboratory is predicated upon a turnaround time (TAT) of ten (10) 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 to complete the above tasks is **\$5,000**, which includes \$1,500 for the chemical testing and \$2,500 for the additional LSP Profile.

Excluded from the above geoenvironmental engineering services are:

1. Notification to the DEP of any release conditions as defined under the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000 that may be encountered during performance of the above referenced scope of work.
2. Compliance reporting required pursuant to the provisions of 310 CMR 40.0000 the MCP.
3. The costs of any additional laboratory testing beyond the above scope, or based on the results of the above laboratory testing. Addition testing may be required to satisfy the requirements of out-of-state facility criteria.

Terms and Conditions

To authorize us to proceed with the services proposed above, please sign and return the enclosed copy of this letter. Upon receipt of your authorization to proceed, we are prepared to commence work immediately.



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We appreciate the opportunity to submit this proposal and we look forward to our continued service to Jonathan Levi Architects and the design team for the above referenced project. We trust that the above is sufficient for your present requirements. Should you have any questions, please call us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

A handwritten signature in blue ink that reads "Nicholas D. Hodge".

Nicholas D. Hodge

BY _____

A handwritten signature in blue ink that reads "Joseph G. Lombardo, Jr.".

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

DATE _____

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NDH/jgl