



October 12, 2021

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

Re: Michael Driscoll School Project  
Designer Services Contract Amendment No. 15

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 15 presented by Jonathan Levi Architects for the Fee Proposal for Supplemental Geo-environmental Engineering Services, dated September 15, 2021, to be performed by their Consultant, McPhail Associates. The scope of services is for construction dewatering monitoring services to comply with the DEP Permit. These services will extend for the approximately 8 months of off-site dewatering required to construct the basement foundations which are roughly 10 feet below the groundwater table. McPhail's fee for the services outlined is \$44,000.00 and JLA's administrative cost is \$4,400.00 per the Designer Contract.

The scope of services is a requirement and condition of the DEP Permit and the cost of the work aligns with these requirements and the anticipated timeframe of services. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 15 for the total of \$48,400.00.

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. 15**

**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 September 15, 2021, for Supplemental Geo-environmental Engineering Services to be performed by McPhail Associates and as outlined in their September 13, 2021 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**, effective as of October 12, 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. 15 for the total value of \$48,400.00. This Amendment is based on JLA’s Consultant McPhail Associates’ Proposal, dated September 13, 2021 for \$44,000.00 and JLA’s administrative mark-up of 10% for \$4,400.00. This Amendment is for performing anticipated supplemental Geo-environmental Engineering Services. 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>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	\$ 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	\$ 0	\$ 48,400	\$ 48,400
<b>Total Fee</b>	<b>\$1,179,260</b>	<b>\$ 8,015,258</b>	<b>\$ 48,400</b>	<b>\$ 9,242,918</b>

This Amendment is for construction dewatering monitoring services to comply with the DEP permit for approximately 8 months of off-site dewatering to construct the basement foundation which is 10 feet below the groundwater table.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$ 93,823,333</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: October 12, 2021

15 September 2021

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.

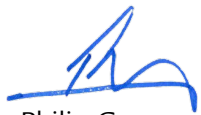
**Fee**

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.

Construction Dewatering Monitoring Services to comply with DEP permit	\$44,000
10% markup	\$4,400
<b>Total</b>	<b>\$48,400</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



September 13, 2021

Jonathan Levi Architects  
266 Beacon Street  
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School; Brookline, MA  
Proposal for RGP Permit Compliance Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing geoenvironmental engineering services for the 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 which is incorporated herein by reference.

It is understood that the excavation for the basement will extend approximately 10 feet below the observed groundwater table at the site. Based on conversation with Gilbane, it is understood that approximately 8 months of off-site dewatering will be required to construct the basement foundations, backfill the basement foundations and install the underslab drainage system.

### **Construction Dewatering Monitoring Services**

Authorization for temporary construction dewatering discharge has been obtained from the EPA in order to discharge pumped groundwater and stormwater off-site during construction. Authorization to discharge was provided by the EPA under the Remediation General Permit (RGP) #MAG910981. Once the dewatering treatment system is set up in accordance with the requirements of the permit, off-site discharge of construction dewatering effluent may commence.

To satisfy the RGP permit requirements during discharge, analytical testing of the influent and effluent to the discharge treatment system will be required on Days 1 and 3 of the dewatering start-up, followed by weekly testing for the remainder of the first month and then monthly testing thereafter. The first week of testing will be performed at a 72-hour turnaround and the remaining testing will be performed with standard five (5) business day turnaround. In accordance with the authorization to discharge, the site-specific testing requirements for samples of the treatment system influent and effluent will include testing for the presence of total suspended solids (TSS), total residual chlorine (TRC), PP-13 metals, pH, chloride, ammonia, total BTEX (summation of benzene, toluene, ethylbenzene, and xylenes), benzene, total group II PAHs, naphthalene, and methyl tert butyl ether (MTBE).

In consideration of the above, we propose to provide the following scope of services to satisfy the dewatering permit requirements during construction:

1. Provide the required oral and written notices to the EPA and the town of Brookline regarding system start-up and shut-down;



2. Provide a field representative to perform sampling, and record total flow and instantaneous flow at the time of sampling in accordance with the RGP Permit. It is understood that the dewatering system will include a continuous and totalizing flow meter that will be installed and maintained by the Contractor;
3. In accordance with the RGP Permit, obtain samples of the influent and effluent to the discharge treatment system at the frequency described above and, in the manner, and for the parameters required by the Permit;
4. Submit the results of the monitoring and testing as required to the EPA and the Town of Brookline; and
5. Provide geoenvironmental engineering consultation related to the dewatering permit on an as-required basis.

We estimate our fee for sampling during the first week (Day 1 and Day 3) to be \$4,500 and \$3,500 for each sampling event thereafter (i.e. week 2, week 3, week 4, and then monthly), which includes an allowance of \$3,500 and \$2,500, respectively, for the analytical testing laboratory. We estimate that construction dewatering will be required for a period of 8 months (for a total of 12 rounds of testing), therefore our total estimated fee is **\$44,000**.

It should be noted that if the analytical testing indicates an exceedance of the RGP effluent limits, additional analytical testing will be required which will adjust our total costs.

### **Exclusions**

Excluded from the above estimated fees are the following:

1. Notification to the DEP of a release condition 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 for any release condition that may be encountered at the subject site;
3. The costs of any additional chemical testing beyond the above scope, or based on the results of the above chemical testing; and
4. Preparation of a Stormwater Prevention Pollution Plan.





Jonathan Levi Architects  
September 13, 2021  
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To authorize this proposal please sign and return a copy of this proposal to us. We appreciate the opportunity to submit our proposal for construction phase geoenvironmental engineering services on this project and look forward to being of continued service to Jonathan Levi Architects.

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