



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. 16

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 16 presented by Jonathan Levi Architects in their Fee Proposals, dated September 28, 2021, September 29, 2021, and October 5, 2021, for HVAC and Electrical Engineering Services to be performed by GGD Consulting Engineers, Inc. as outlined in their September 24, 2021 Proposal; for Geothermal Engineering Services to be performed by McPhail Associates, Inc. as outlined in their September 28, 2021 Proposal; and for Architectural Services as outlined in their October 5, 2021 Proposal, respectively. These services are for performing the required HVAC and Electrical design revisions and energy modelling updates, for the geothermal engineering revisions and construction administration necessary to incorporate the geothermal system into the project, and for architectural revisions and coordination. GGD's fee for HVAC and Electrical design revisions and energy monitoring is \$18,000.00 and JLA's associated administrative cost is \$1,800.00. McPhail's fee for the geothermal engineering revisions and construction administration is \$49,040.00 and JLA's associated administrative cost is \$4,904.00 per the Designer Contract. JLA's fee for architectural revisions and coordination is \$5,500.00.

The scope of services is required to add the geothermal system back into the project. The cost of the work aligns with the services outlined by both consultants and the anticipated timeframe of services and is below the estimated cost for these services. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 16 for the total of \$79,244.00.

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

main: 617-737-6400 fax: 617-217-2001
225 franklin street, 26th floor, boston, ma 02110

owner project manager
owner representative construction audits
cost forecasting **capital budgeting**

**CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 16**

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) Proposals, dated September 28, 2021, September 29, 2021, and October 5, 2021, for HVAC and Electrical Engineering Services to be performed by GGD Consulting Engineers, Inc. as outlined in their September 24, 2021 Proposal; for Geothermal Engineering Services to be performed by McPhail Associates, Inc. as outlined in their September 28, 2021 Proposal; and for architectural revisions and coordination by JLA, respectively; 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 is being presented for approval of the Town of Brookline on October 12, 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. 16 for the total value of \$79,244.00. This Amendment is based on JLA’s Consultants GGD Consulting Engineers, Inc. Proposal, dated September 24, 2021, for \$18,000.00; McPhail Associates’ Proposal, dated September 28 ,2021 for \$49,040.00; JLA’s associated administrative mark-up of 10% for \$6,704.00; and \$5,500.00 for architectural revisions and coordination by JLA. 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	\$ 0	\$ 79,244	\$ 79,244
Total Fee	\$1,179,260	\$ 8,063,658	\$ 79,244	\$ 9,322,162

This Amendment is for performing the architectural, engineering and construction administration services required to provide the geothermal system.

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

28 September 2021

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

Re: *Fee Proposal, HVAC and Elec Engineering Services for Geothermal
Driscoll School, Brookline MA*

Dear Jim,

Attached please find a proposal from GGD for HVAC and Electrical Engineering services for the geothermal system, be performed as a subconsultant to JLA .

Fee

As described in Article 4.11, 8.2, and 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 and 9.1.1.

1) HVAC and Electrical design revisions for geothermal	\$10,500
2) Meetings	\$1,500
3) Update Lifecycle Energy Model	\$2,500
<u>4) Update Building Energy Model</u>	<u>\$3,500</u>
Subtotal	\$18,000
<u>10% markup</u>	<u>\$1,800</u>
Total	\$19,800

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

29 September 2021

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

Re: *Fee Proposal, Geothermal Engineering Services
Driscoll School, Brookline MA*

Dear Jim,
Attached please find a proposal from McPhail for Geothermal Engineering 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 C: Final Design	\$4,040
Task D Construction Administration	\$45,000
10% markup	\$4,904
Total	\$53,944

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 28, 2021

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School; Brookline, Massachusetts
Proposal for Geothermal Engineering Services
Geothermal Well Field Final Design and Construction Administration

We are pleased to present our proposal for providing final design and construction administration geothermal engineering services associated with the above-referenced project.

Background

A network of vertical closed-loop geothermal wells servicing ground source heat pumps may be installed as part of the project to heat and cool the proposed building. Currently, it is anticipated that the well field may consist of approximately 50, 900-foot deep High-Performance Geo Xchange (HPGX) (aka Rygan) closed-loop wells.

Task C: Final Design

Utilizing the information obtained from the geothermal test well that was installed in Task A, along with information of the building cooling and heating demand to be provided by the project mechanical engineer, the quantity, depth, and spacing of the geothermal wells can be determined for the Construction Documents submissions.

Accordingly, we propose to provide the following scope of services associated with the final design of the geothermal well field:

1. Final Analysis:
 - a. Perform analysis to evaluate the well field size utilizing the test well information. To perform this analysis, the mechanical engineer will need to provide the building cooling and heating demand for the 24-hour design day for each month (8760 hours) and the performance data for the proposed heat pumps.
2. Documentation:
 - a. Review and finalize specifications and drawings for inclusion in the Contract Documents which include the following: the location, spacing and depth of the geothermal wells; the size and location of the horizontal well field piping; details; and notes.
3. Meetings/Conference Calls:
 - a. Attend meetings and/or participate on conference calls with the Owner, project team, and regulatory agencies as necessary.



The not-to-exceed fixed fee to complete Task C is **\$4,040**.

Task D: Construction Administration

It is understood that in lieu of McPhail Associates, LLC (McPhail) being retained to observe the geothermal well field construction, the Contractor is responsible for retaining a Third-Party Geothermal Inspector to observe and document that the geothermal well field is installed and tested in accordance with the requirements of the Contract Documents and applicable standards. Thus, it is recommended that McPhail be retained, at a minimum, to provide the following services during the geothermal well field bidding, installation, and commissioning:

1. Review geothermal contractor bids and provide comments on price, exclusions, assumptions, schedule, and conformance with the Contract Documents.
2. Participate in a pre-bid meeting with prospective geothermal subcontractors.
3. Review and respond to requests for information (RFIs).
4. Review and comment on geothermal submittals.
5. Prepare for and attend a pre-construction meeting.
6. Attend job meetings as required to provide consultation regarding issues and problems which may arise during the work.
7. Review the weekly construction records submitted by the Third-Party Geothermal Inspector retained by the Contractor.
8. Provide on-site monitoring during the flushing and purging of each circuit, and the hydrostatic pressure test of the whole ground heat exchanger piping and headers pipe system.
9. Prepare field reports summarizing the progress of the work and our observations of the geothermal-related construction activities, including any deviations by the Contractor from the requirements of the Contract Documents.

It is anticipated that the geothermal well field construction may require approximately 30 weeks to complete assuming a minimum of two (2) drill-rigs are used concurrently. Furthermore, it is estimated that the commissioning and system start-up will require an additional two (2) weeks to complete.

The fee for Task D would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any subconsultants at cost plus 10 percent. Hourly billing rates will not exceed \$150.00/hour. Hourly billing rates will not exceed \$150.00/hour.

Predicated on the above and assuming no unusual construction difficulties, the estimated total fee for Task D is **\$45,000**.



Our total fee would be dependent upon the duration of our required presence on the site which is, of course, a function of the Contractor's progress and phasing of activities. Should our involvement be required for a greater or lesser period, the cost would be adjusted accordingly.

Our work does not include supervision or direction of the actual work of the Contractor or his employees. The Contractor should be informed that neither the presence of our field representative nor the observations of our firm shall relieve them in any way from their responsibility concerning defects discovered in their work. It is also understood that we will not be responsible for job site safety as this is the sole responsibility of the Contractor.

Fee Summary

The fees for the above Tasks are summarized as follows:

<i>Task</i>	<i>Description</i>	<i>Fee</i>
C	Final Design Phase	\$4,040
D	Construction Administration	\$45,000
<i>Total Fee</i>		<i>\$49,040</i>

We would not exceed the fees stated herein without receiving prior authorization.

Terms and Conditions

The engineer's liability for damages due to professional negligence in performing geothermal engineering services will be limited to an amount not to exceed \$1,000,000 in accordance with the terms and conditions of our policy.

Closing

We appreciate the opportunity to submit this proposal and we look forward to continuing to work with Jonathan Levi Architects and the project team on the proposed Driscoll School. To authorize our geothermal engineering services as proposed above, please sign and return a copy of this proposal.



Jonathan Levi Architects
September 28, 2021
Page 4

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, appearing to read "Joseph G. Lombardo, Jr.", written in a cursive style.

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

BY _____

A handwritten signature in blue ink, appearing to read "Jonathan W. Patch", written in a cursive style.

Jonathan W. Patch, P.E.

DATE _____

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5 October 2021

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

Re: *Fee Proposal, Architectural Services for Geothermal Design Revisions
Driscoll School, Brookline MA*

Dear Jim,
Moving forward with the change to geothermal, JLA requests that the additional architectural work associated with coordination and construction document revisions be approved as additional services.

As described in Article 8.2, and 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.

Fee:

Costs for additional meetings, coordination, and document revision: \$5,500

Combined with the previously submitted geothermal engineering extra service proposals for GGD and McPhail, the total fee for added design work is below the \$30,000 originally projected.

Please do not hesitate to contact me if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray
Senior Principal
Jonathan Levi Architects