

TOWN OF BROOKLINE
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 11-Mar-24

TO: Jonathan Levi Architects
266 Beacon Street
Boston MA 02116

Purchase Order Number

21913796

Vendor Number

7860

PAYMENT AMOUNT

\$11,374.00

BUDGET \$10,159,019.78
BALANCE \$573,190.26

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C210		524003

FOR: Driscoll School

Amendment	Date	
28	3/12/2024	Added Vibration Monitoring

AMOUNT
\$11,374.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent for Administration and Finance



March 12, 2023

Mr. Lap Yan
Project Manager
Building Department
333 Washington Street
Brookline, MA 02445

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 28

Dear Mr. Yan,

LeftField has reviewed Designer Contract Amendment No. 28 presented by Jonathan Levi Architects (JLA) for the amount of \$11,374.00. This Amendment is for Additional Vibration Services during Demolition of the Old School. These services were requested by the Town to mitigate neighborhood concerns. McPhail's Proposal is for \$10,340 and JLA's Administrative Fees of \$1,034 combine to total the requested amount of \$11,374.

Understanding the past issues with abutters from sound and vibrations, LeftField believes the additional vibration monitoring is warranted. Costs are comparative to the previous amendment for vibration monitoring. Therefore, LeftField recommends that the Town of Brookline accept Amendment No. 28 in the amount of \$11,374.00.

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. 28

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 February 14, 2024, for Additional Vibration Monitoring Services during Building Demolition performed by McPhail and outlined in their attached Proposal, dated February 14, 2024 ; 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 was approved by the Town of Brookline on June 13, 2023, and

WHEREAS, Contract Amendment No. 24 was approved by the Town of Brookline on June 13, 2023, and

WHEREAS, Contract Amendment No. 25 was approved by the Town of Brookline on October 10, 2023, and

WHEREAS, Contract Amendment No. 26 was not acted on by the Town of Brookline on December 12, 2023, and

WHEREAS, Contract Amendment No. 27 was presented to the Town of Brookline on February 13, 2024 and was held until March 12, 2024, and

WHEREAS, effective as of March 12, 2024, 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. 28 for the total value of \$11,374.00. This Amendment is based on JLA's Proposal, dated February 14, 2024, which is based on McPhail's Proposal, dated February 14, 2024, for Additional Vibration Monitoring 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:

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 #24-Geo-environmental Construction Monitoring	\$ 0	\$ 5,500.00	\$ 0	\$ 5,500.00
CA #25 – Additional Construction Admin.	\$ 0	\$ 3,520	\$ 0	\$ 3,520
CA #26 – Extra Services Proposal	\$ 0	Hold	\$ 0	\$ 0
CA #27 – Geothermal Construction Observation	\$ 0	Pending \$ 90,200	\$ 0	\$ 90,200
CA #28 – Additional Vibration Monitoring	\$ 0	\$ 0	\$ 11,374	\$ 11,374
Total Fee	\$1,179,260	\$8,677,357.78	\$ 11,374	\$9,867,991.78

This Amendment is for Construction Observations during the installation of the Geothermal Well Field.

3. The Construction Budget shall be as follows:

Original Budget:	\$ 92,909,563
Amended Budget	\$101,398,269

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 – 9/29/2023</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:

(print name)

(print title)

By: _____
(signature)

Date: March 12, 2024

Jonathan Levi Architects
266 Beacon Street Boston MA 02116 tel 617.437.9458 fax 617.437.1965 www.leviarc.com

14 February 2024

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

Re: *Fee Proposal, Supplemental Geotechnical Services
Driscoll School, Brookline MA*

Dear Jim,

Attached please find a proposal from McPhail for services to be performed as a subconsultant to JLA for additional vibration monitoring services during construction.

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.

Vibration Monitoring Services	\$10,340
10% Markup	\$1,034
Total	\$11,374

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
Principal
Jonathan Levi Architects

JLA



February 14, 2024

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School: Phase 2; Brookline, Massachusetts
Proposal for Additional Vibration Monitoring Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing additional vibration monitoring 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 12, 2020 which is incorporated herein by reference.

Background

During the construction of the new Driscoll School, four (4) seismographs were installed within the corners of the site to monitor construction vibrations. As part of the proposal dated March 12, 2020, the vibration monitors would be installed for a total of 12 months; however, they were only set up for a total of 11 months. With the additional budget remaining from the Phase 1 construction, two (2) vibration monitors were set up to the north and south of the former school to monitor vibrations during demolition of the former school and have currently been installed for a total of two (2) months. It has been requested that the vibration monitors be installed for an additional two (2) months.

Additional Vibration Monitoring

In consideration of the above, our scope of vibration monitoring which has been performed to-date has surpassed the anticipated duration contained in our original proposal and additional vibration monitoring has been requested for an additional two (2) months until the building demolition has concluded. Therefore, we propose the following scope:

1. Provide two (2) seismographs to monitor construction vibrations at the perimeter of the site. Each seismograph will be equipped with a cellular modem to allow for remote monitoring:
 - a. 2 months of monitoring with 2 seismographs at a rate of \$1,335/month for each seismograph with modem and enclosure = \$5,340.
2. Review monitoring data from each unit and prepare a summary at the conclusion of the demolition = \$2,000.
3. A fee of \$1,500/month to provide a field engineer to change the batteries as needed and troubleshoot issues that may arise = \$3,000.



Jonathan Levi Architects
February 14, 2024
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Therefore, we respectfully request an additional **\$10,340** for these additional vibration monitoring services. The revised total of the vibration monitoring services is \$108,260.

Terms and Conditions

To authorize us to proceed with the services proposed above, please sign and return the enclosed copy of this letter.

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

Nicholas D. Hodge

Nicholas D. Hodge

BY _____

Joseph G. Lombardo, Jr.

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

DATE _____

\\McPhail-fs4\McPhail\Working Documents\Proposals\6693 - Vibration Monitoring add services 021424.docx

NDH/jgl