

333 Washington Street, Brookline, Massachusetts 02146

INVOICE DATE: 10-Jun-24

TO: Leftfield LLC
P O Box 307
Hingham MA 02043

Purchase Order Number
21200997

Venda Number
58379

| FUND | ORGANIZATION | ACTIVITY | OBJECT |
|------|--------------|----------|--------|
| | 2594C204 | | 6B0142 |
| | | | |

| |
|---------------------|
| PAYMENT AMOUNT |
| \$148,786.00 |

MDS

Brooke Duskin

Paul Warren

Deputy Superintendent For Administration and Finance

May 14, 2024

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

~~But~~
Approved \$178,000
already

Re: John R. Pierce School Project
Designer Services Contract Amendment No. 7

6/6

Dear Mr. Yan,

LeftField has reviewed Designer Contract Amendment No. 7 presented by Miller Dyer Spears (MDS) for Additional Environmental Engineering Services and Transportation Board Requests in the total amount of \$326,785.00. Of this total, \$270,350.00 is for Additional Environmental Engineering Services in the form of LSP and construction monitoring services to be performed by MDS' consultant, GEI Consulting Engineers; \$14,000.00 is for Transportation Board Requests for design modifications to be performed by Vanasse & Associates and includes \$14,000.00 for MDS/Sasaki services related the design modifications; and includes MDS' administrative costs of \$28,435.00. The costs presented in Amendment No. 7 were included as projected costs in the Total Project Budget approved by the MSBA and the Town of Brookline but were removed during Designer Contract Amendment No. 6 negotiations for extended basic services and moved to Owner's Contingency because costs could not be fully defined at the time. After review, LeftField believes the fees presented are fair and reasonable and are within the previously approved total for Designer Consultants.

The scope of services are required and are fair and reasonable. LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 7 in the amount of \$326,785.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,
LeftField Project Management



Lynn Stapleton, AIA, LEED AP B D + C

326,785
- 178,000

148,785

Cost of
this
Amendment

Attachment: MDS Designer Contract Amendment 7

Cc: Jim Rogers, LeftField, LLC
Jennifer Carlson, LeftField, LLC
Adam Keane, LeftField, LLC
Will Spears, Miller Dyer Spears, Inc.
Margret Clark, Miller Dyer Spears, Inc.

**CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 7**

WHEREAS, the TOWN OF BROOKLINE (“Owner”) and MILLER DYER SPEARS, INC. (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Feasibility Study and Schematic Design Phases for the John R. Pierce Elementary School Project (Project Number 201800460040) on January 26, 2021, (“Contract”). The John R. Pierce Elementary School is located at 50 School Street, Brookline, MA 02445; and

WHEREAS, the scope of this work is summarized in the attached Miller Dyer Spears (MDS) Additional Service Request #9, dated May 2, 2024, for Additional Environmental Engineering Services and the attached Miller Dyer Spears (MDS) for Additional Service Request #10, dated May 3, 2024, for Transportation Board Requests.

WHEREAS, Contract Amendment No. 1 was approved by the Town of Brookline on August 10, 2021; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on September 14, 2021; and

WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on January 11, 2022; and

WHEREAS, Contract Amendment No. 4 was approved by the Town of Brookline on June 29, 2022; and

WHEREAS, Contract Amendment No. 5 was approved for approval by the Town of Brookline on July 11, 2023; and

WHEREAS, Contract Amendment No. 6 was approved for approval by the Town of Brookline on July 11, 2023; and

WHEREAS, effective as of May 14, 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. 7 for the total value of **\$326,785.00**. The Miller Dyer Spears’ (MDS) Amendment is for the attached Additional Service Request #9, dated May 2, 2024, for Additional Environmental Engineering Services which is based on GEI Consulting Engineers for \$270,350.00; and the attached Additional Service Request #10, dated May 3, 2024, for Transportation Board Requests which is based on Vanasse & Associates for \$14,000.00 including MDS/Sasaki Support for \$14,000.00; and MDS’ Administrative costs of 28,435.00. 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 | Original Contract | Previous Amendments | Amount of This Amendment | Total of All Amendments |
|--|-------------------|---------------------|--------------------------|-------------------------|
| Feasibility Study/Schematic Design Phase | \$1,294,466 | \$ 170,652.11 | \$ 0 | \$ 1,465,118.11 |

| | | | | |
|--------------------------------|--------------------|------------------------|-------------------|------------------------|
| Design Development Phase | \$ 0 | \$ 3,705,919 | \$ 0 | \$ 3,705,919 |
| Construction Documents Phase | \$ 0 | \$ 6,229,098 | \$ 0 | \$ 6,229,098 |
| Bidding Phase | \$ 0 | \$ 394,247 | \$ 0 | \$ 394,247 |
| Construction Phase | \$ 0 | \$ 5,046,358 | \$ 0 | \$ 5,046,358 |
| Completion Phase | \$ 0 | \$ 394,247 | \$ 0 | \$ 394,247 |
| Printing (Over Min.) | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| A/E Reimbursable Services | \$ 0 | \$ 746,000 | \$ 326,785 | \$ 1,072,785 |
| HAZMAT Services | \$ 0 | \$ 173,157 | \$ 0 | \$ 173,157 |
| Geotechnical/Geo-Environmental | \$ 0 | \$ 173,157 | \$ 0 | \$ 509,883 |
| Site Survey | \$ 0 | \$ 54,780 | \$ 0 | \$ 54,780 |
| Traffic Studies | \$ 0 | \$ 13,750 | \$ 0 | \$ 13,750 |
| Total Fee | \$1,294,466 | \$17,438,091.11 | \$ 326,785 | \$19,059,342.11 |

This Amendment is for Additional Environmental Engineering Services for LSP and Construction Monitoring Services and for Transportation Board Requests for design modifications for the Pierce School.

3. The Construction Budget shall be as follows:

Original Budget: \$168,022,660

Amended Budget

4. The Project Schedule shall be as follows:

Original Schedule: (based on 6/1/23 DD start) Substantial Completion – 7/21/27

Amended Schedule

5. This Amendment contains all of 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:
TOWN OF BROOKLINE

(print name)

(print title)

By: _____
(signature)

Date: _____

DESIGNER:
MILLER DYER SPEARS, INC.

(print name)

(print title)

By: _____
(signature)

Date: May 14, 2024



May 2, 2024

Ms. Lynn Stapleton
101 Federal Street,
Boston, MA 02110

Re: Pierce School – Additional Service Request #9 – Additional Environmental
Engineering Services

Dear Lynn,

As discussed with Adam Keane, MDS is submitting this proposal for additional
services for Additional Environmental Engineering Services in the form of LSP and
monitoring services.

It is our understanding that this is a typical reimbursable expense under the
standard MSBA contract. See attached proposal from GEI Consulting Engineers,
Inc.

For this additional scope, MDS proposes the fees below:

| | |
|-------------------------|-----------------|
| Fee Proposal: | |
| GEI Consultants | \$270,350 |
| <u>MDS markup x 1.1</u> | <u>\$27,035</u> |
| Total | \$297,385 |

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret O. Clark", written in a cursive style.

MILLER DYER SPEARS INC.
Margaret O. Clark, RA, LEED AP BD+C
Senior Associate

Cc: W. Spears



Consulting April 15, 2024 (Rev. May 2, 2024)
Engineers and Proposal 2403583
Scientists

Ms. Margaret Clark
MDS/Miller Dyer Spears, Inc.
40 Broad Street, Suite 103
Boston, Massachusetts 02109

Dear Ms. Clark:

**Re: Proposal for Environmental Engineering Services – Additional Service #2
Pierce Elementary School Project
50 School Street
Brookline, Massachusetts 02445**

GEI Consultants, Inc. is pleased to submit this proposal to provide environmental engineering services for the proposed Pierce Elementary School project at 50 School Street in Brookline, Massachusetts.

Project Understanding and Approach

We understand that the Pierce Elementary School project includes the construction of a new approximately 172,000-square-foot, 3-story school building. There will be three phases to construction: 1) demolition of the existing building at the school property; 2) construction of the new building at the school property; and 3) installation of the geothermal wellfield at the nearby baseball field. According to Miller Dyer Spears, Inc. and Consigli Construction Company, excess soil will be generated during each of these three phases. Due to the sequencing of the work, excess soil will need to be characterized separately for each of the phases.

Excess soil generated during construction that is not suitable for on-site reuse, should be removed and transported off site in accordance with MassDEP policies. Soil should be pre-characterized prior to excavation to identify and facilitate approval at soil receiving facilities. We have assumed the soil receiving facilities require a sampling frequency of one sample per 500 cubic yards of soil.

According to Consigli, the approximate volumes of excess soil for each phase are as follows:

- Existing building demolition – approximately 800 cubic yards (cy) of excess soil (including 400 cy of loam from site work, 15 cy from street utility work, and 300 cy of drilling spoils from support of excavation (SOE) installation, based on Consigli's April 24, 2024 email); and approximately 1,500 cy of excess imported fill (based on MDS's estimate), which is imported soil to be brought to the site to temporarily brace building foundation walls during demolition of the slab.

- New building construction – approximately 1,000 cy of excess loam (based on Consigli's April 24, 2024 email); and approximately 11,000 cy of excess soil (based on Consigli's April 24, 2024 email).
- Geothermal wellfield installation – 642.60 tons (approximately 390 cy) of excess loam (based on Consigli's cost estimate) and approximately 2,100 cubic yards of drilling spoils from the 600-foot-deep boreholes (based on GEI's estimate).

If the volume of excess soil increases, additional investigation and testing would need to be performed beyond what is scoped below.

In addition to soil pre-characterization to support construction, we recommend additional assessment of some of the Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment (ESA) dated June 30, 2021 and prepared by PEER Consultants, P.C. of Burlington, Massachusetts (PEER). The 2021 Phase I ESA identified nearby drycleaners but there is no indication that the limited investigation and testing by PEER in 2021 evaluated potential environmental impacts from these drycleaners such as groundwater contamination that could lead to indoor air contamination. We recommend that additional monitoring wells be installed and sampled at the school property as part of a Phase II ESA prior to building demolition to confirm that vapor intrusion is not a concern and that mitigation in the new building is not warranted. As part of the Phase II ESA, we also recommend collecting surficial soil samples for polychlorinated biphenyls (PCBs) adjacent to the existing building prior to demolition to confirm that soil has not been impacted by window components that could potentially have PCBs.

Scope of Work

Construction Documents Phase

1. Phase II ESA: Perform a subsurface investigation to evaluate potential environmental concerns.

We will perform the following as part of the Phase II ESA:

- Engage a drilling subcontractor to install three (3) soil borings to a depth of approximately 15 to 20 feet using Geoprobe drilling methods. The borings will be completed as 2-inch monitoring wells with approximately 10-foot screens and finished at ground surface with a flush mount road box. We have assumed one (1) day for drilling.
- We will mark the proposed boring locations at the Property prior to drilling. Our drilling subcontractor will notify Dig Safe and the necessary utility agencies at least 72 hours before the start of drilling. It is unlikely that Dig Safe and the utility agencies will mark utility locations on the Property. Neither GEI nor our subcontractor can be held responsible for damage to utilities not marked by others unless we are provided accurate information on their locations before the start of drilling.
- Excess soil cuttings that cannot be returned down the boreholes and that are not contaminated will be spread at the ground surface. We can provide a separate cost for disposal of soil cuttings that are contaminated, which would be transported off site for disposal.
- Collect soil samples from ten (10) surface locations using a hand auger or shovel from beneath windows in the buildings to be demolished. The soil samples will be submitted to ESS Laboratory of Cranston, Rhode Island for analysis of PCBs.

- Develop and survey the three monitoring wells and the two existing monitoring wells. Groundwater will be recharged to the nearby ground surface if it does not appear contaminated. We can provide a separate cost for disposal of groundwater that is contaminated, which would be transported off site for disposal.
- Collect one groundwater sample from each new and existing monitoring (5 total) using low flow sampling techniques. The groundwater samples will be submitted to ESS for analysis of VOCs.
- Prepare a Phase II ESA report documenting findings of the subsurface investigation. We will prepare one draft and one final version of the Phase II ESA report. Based on the groundwater testing results we will make recommendations regarding the potential for vapor intrusion at the new building.

2. Soil Pre-Characterization – Existing Building Demolition

Subsurface Explorations: Perform a soil pre-characterization program to evaluate and recommend off-site soil disposal options for soils to be managed during the existing building demolition phase.

- Prior to demolition, GEI will collect three (3) soil samples from loam using a hand auger or shovel to depths up to two feet. We have budgeted one (1) day to collect these soil samples.
- During or after demolition, GEI will collect five (5) soil samples from 1) the stockpiled soil generated during street utility work (1 sample); 2) the drilling spoils from SOE installation (1 sample); and 3) the imported fill used to temporarily brace building foundation walls (3 samples). We have budgeted one (1) day to collect these soil stockpile samples.

Environmental Laboratory Testing: Eight (8) soil samples will be collected and tested for:

- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Total petroleum hydrocarbons (TPH) by method 8100M
- Extractable petroleum hydrocarbons (EPH), if necessary
- PCBs
- MCP 14 total metals
- Toxicity characteristic leaching procedure (TCLP) for lead or other metals, if necessary
- Conductivity, corrosivity, ignitability, and reactivity
- Herbicides and pesticides (2 tests only)

Additional sampling and testing may be necessary if the testing results indicate that a higher sampling frequency is necessary by the specific soil receiving facilities, or delineation sampling is required by the soil receiving facilities. The specific nature and extent of additional sampling is unknown at this time.

Soil Characterization Report: Prepare a soil characterization report that presents the results of our subsurface explorations and laboratory testing and recommends soil management options to support the soil excavation for building demolition activities.

3. Soil Pre-Characterization – New Building Construction

Subsurface Explorations: Perform a soil pre-characterization program to evaluate and recommend off-site soil disposal options for soils to be managed during the new building construction phase. We have assumed that Consigli will provide an excavator to perform test pits at the school property. A GEI engineer or geologist will be on site full-time to coordinate and document the test pits and to collect soil samples. We have budgeted three (3) days to observe the test pits.

Environmental Laboratory Testing: Twenty-four (24) soil samples will be collected and tested for the same parameters listed in Task 2.

Additional sampling and testing may be necessary if the testing results indicate that a higher sampling frequency is necessary by the specific soil receiving facilities, or delineation sampling is required by the soil receiving facilities. The specific nature and extent of additional sampling is unknown at this time.

Soil Characterization Report: Prepare a soil characterization report that presents the results of our subsurface explorations and laboratory testing and recommends soil management options to support the soil excavation for building construction activities.

4. Soil Pre-Characterization – Geothermal Wellfield Installation

Subsurface Explorations: Perform a soil pre-characterization program to evaluate and recommend off-site soil disposal options for loam to be managed during the new geothermal wellfield installation phase.

- Prior to wellfield installation, GEI will collect two (2) soil samples from loam using a hand auger or shovel to depths up to two feet. We have budgeted one (1) day to collect these soil samples.
- At the startup of wellfield installation activities, GEI will collect four (4) soil samples from the drilling spoils. We have budgeted one (1) day to collect these soil stockpile samples.

Environmental Laboratory Testing: Six (6) soil samples will be collected and tested for the same parameters listed in Task 2.

Additional sampling and testing may be necessary if the testing results indicate that a higher sampling frequency is necessary by the specific soil receiving facilities, or delineation sampling is required by the soil receiving facilities. The specific nature and extent of additional sampling is unknown at this time.

Soil Characterization Report: Prepare a soil characterization report that presents the results of our subsurface explorations and laboratory testing and recommends soil management options to support the soil excavation for geothermal wellfield installation activities.

5. Specifications: Prepare the following specifications:

- Groundwater Treatment and Discharge
- Excavated Materials Management

6. Team Meetings and Consultation: Provide up to 32 hours for consultation and participation in meetings to discuss the environmental aspects of the project.
7. Community Meetings: Attend up to three (3) community meetings to discuss the environmental aspects of the project. We have assumed the LSP and environmental project manager will both attend the meetings, which we assumed to be 2 hours per meeting and 4 hours per meeting preparation.
8. NPDES DRGP Notice of Intent: Prepare a single Notice of Intent (NOI) to obtain authorization to discharge under the NPDES Dewatering and Remediation General Permit (DRGP) for dewatering effluent to the storm drain system of pumped groundwater from bulk excavation and pumped fluids from geothermal wellfield installation. We will collect and test groundwater samples from two existing wells (B-16-OW and B-106-OW) and one surface water sample at the outfall of the City storm drain system to the receiving water body. We will prepare and submit the NOI to the EPA for approval. For the DRGP NOI applications, we have assumed that a representative from the Town of Brookline sign as the owner.

Bidding Phase

9. Team Meetings and Consultation: Provide up to eight (8) hours for consultation and participation in meetings to respond to bidder questions or clarifications and to discuss the environmental aspects of the project.

Construction Administration Phase

10. Submittal Reviews and RFIs: Review contractor submittals, respond to RFIs, and review contractor requisitions and potential change orders related to the environmental aspects of construction, including groundwater treatment and discharge, excavated materials management, and UST removal (based on specification prepared by PEER Consultants). We have budgeted 50 hours for this task.
11. Soil Disposal Coordination: Prepare Licensed Site Professional (LSP) Opinion Letters, including either a Material Shipping Record (MSR) or Bill of Lading (BOL), based on soil receiving facility information provided by the contractor. We have budgeted to prepare six (6) LSP Opinion Letters. Our scope also includes closing out the MSRs and BOLs at the end of the project.
12. Team Meetings and Consultation: Participate in meetings and/or provide consultation to the development team, the architect, other engineers and consultants, the construction manager, and general contractor on an as-requested basis. We have budgeted 40 hours for this task.
13. Construction Observation: Provide a GEI engineer or geologist to observe activities related to the environmental aspects of construction. Our construction observation activities will include periodic site visits for soil excavation, handling, screening, and removal associated with excavation for the new building, building addition, and utilities.

In total, we have budgeted for the following construction observation days:

- 10 days full-time for one engineer/geologist to observe activities.
- 30 days half-time for one engineer/geologist to observe activities.
- 40 days of photoionization detector (PID) rental at \$75/day for soil field screening.

Full days include up to 8-hours onsite and half days include up to 4-hours onsite.

14. Automated Dust Monitoring: Mobilize and operate four fixed location perimeter air monitoring stations to monitor particulates (dust) and one meteorological tower, all running on solar and battery power.

The dust stations will automatically upload the data to our password-protected project instrumentation website. We will provide access to our project website to view the dust data. Alarm notifications will be sent automatically via email if readings exceed specified limits.

We have provided a lump sum cost for mobilization and demobilization of the air monitoring stations. We have assumed we can complete the mobilization and demobilization each in a single visit.

We have provided a monthly cost for continuous perimeter air monitoring via cellular modem, for an estimated period of 4 months (16 weeks) from the approximate start of bulk excavation to finishing bulk excavation. We have assumed perimeter air monitoring will not be necessary during targeted site work for utilities or other small structures. Our monitoring includes collection of baseline readings for one week before the start of the monitoring period. The cost includes the equipment rental, modem usage, web hosting, and labor to review data and compile the weekly reports. The weekly reports will summarize the readings recorded for the previous week and indicate if any threshold or action limits have been exceeded.

15. UST Removal Observation: Provide a GEI engineer or geologist to observe to observe the contractor expose the existing UST, drain any remaining fluids into drums, clean the UST, and remove the UST and associated piping. We have assumed the UST will be removed in three (3) days. In accordance with applicable Massachusetts Department of Environmental Protection (MassDEP) regulations, we will collect soil samples from the limits of the UST excavation and screen the soil samples in the field using a photoionization detector (PID). Pending receipt of the soil testing results (see below), the excavation should be lined with polyethylene sheeting and partially backfilled.

We will collect confirmatory soil samples from the UST excavation and submit them to ESS Laboratory of Cranston, Rhode Island for testing of extractable petroleum hydrocarbon (EPH) and volatile petroleum hydrocarbon (VPH). The samples submitted for testing will be selected based on location, indication of impact, and PID screening results. Soil samples for EPH testing may be composited. We have assumed that 5 soil samples (one from the bottom of the excavation, and one from each sidewall of the excavation) will be tested.

We will prepare a UST closure report to summarize the UST removal activities. The report will describe UST cleaning and removal operations and will include copies of the UST removal permit, waste manifests for transportation and disposal of UST contents, and UST tank yard receipt. The report will also include the results of the confirmatory soil sampling.

Cost

Our proposed fee for the above scope of work is summarized in the table below.

| Task | Unit | Unit Price | Quantity | Cost |
|---|----------|------------|----------|------------------|
| Construction Documents | | | | |
| 1. Phase II ESA | Lump Sum | \$19,000 | 1 | \$19,000 |
| 2. Soil Pre-Characterization – Existing Building Demolition | Lump Sum | \$21,500 | 1 | \$21,500 |
| 3. Soil Pre-Characterization – New Building Construction | Lump Sum | \$42,000 | 1 | \$42,000 |
| 4. Soil Pre-Characterization – Geothermal Well Installation | Lump Sum | \$16,000 | 1 | \$16,000 |
| 5. Specifications | Lump Sum | \$8,000 | 1 | \$8,000 |
| 6. Team Meetings and Consultation | Lump Sum | \$11,000 | 1 | \$11,000 |
| 7. Community Meetings | Meeting | \$3,250 | 3 | \$9,750 |
| 8. NPDES DRGP NOI | Lump Sum | \$12,000 | 1 | \$12,000 |
| Bidding | | | | |
| 9. Team Meetings and Consultation | Lump Sum | \$2,000 | 1 | \$2,000 |
| Construction Administration | | | | |
| 10. Submittal Reviews and RFIs | Lump Sum | \$10,000 | 1 | \$10,000 |
| 11. Soil Disposal Coordination | Lump Sum | \$3,000 | 6 | \$18,000 |
| 12. Construction Meetings and Consultation | Lump Sum | \$10,000 | 1 | \$10,000 |
| 13. Construction Observation | | | | |
| Full Days | Full Day | \$1,275 | 10 | \$12,750 |
| Half Days | Half Day | \$850 | 30 | \$25,500 |
| PID Rental | Day | \$75 | 40 | \$3,000 |
| 14. Automated Dust Monitoring | | | | |
| Mobilization/Demobilization | Lump Sum | \$6,500 | 1 | \$6,500 |
| Monitoring and Reporting | Month | \$8,200 | 4 | \$32,800 |
| 15. UST Removal Observation | | | | |
| Full Days | Full Day | \$1,275 | 3 | \$3,825 |
| PID Rental | Day | \$75 | 3 | \$225 |
| Confirmatory Soil Sampling | Lump Sum | \$3,500 | 1 | \$3,500 |
| UST Closure Report | Lump Sum | \$4,500 | 1 | \$4,500 |
| Total: | | | | \$270,350 |

Reimbursable expenses such as environmental laboratory testing, field equipment, dust monitoring equipment, and other incidentals (all included in the costs above) are \$85,000.

Additional services will be performed on a negotiated lump sum or unit cost basis. Invoices will be submitted monthly based on the work performed for each lump sum task and the actual units completed for the other tasks at the end of the billing period.

We will notify you before we reach the budgeted cost for any task before completing the planned scope if unanticipated conditions arise or if we need to spend more days observing construction than planned.

Assumptions

Construction Documents Phase

- Site access for a drill rig will be provided by the Owner. We understand that removal of fencing, curbs, tree, or other hardscapes will be conducted by the Owner if required.
- Our drilling subcontractor will notify Dig Safe at least 72 hours before performing the work. We have not included costs for a utility locating company but could engage these services for an additional fee if needed.
- Disturbed areas will be backfilled with excavated materials. Re-seeding, sodding, or other surface restoration are not included.
- Borings will generate minimal spoils. We have assumed that spoils will be left at the site and spread in an area designated by the Owner or OPM.
- Management of contaminated soil/groundwater or decontamination of drilling equipment is not required.
- Prevailing wages do not apply to this project.
- Soil characterization and Phase II ESA will not identify reportable conditions in soil warranting notification to MassDEP or compliance with the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000).
- Phase II ESA will not identify PCBs in soil warranting notification to MassDEP or U.S. Environmental Protection Agency (EPA) or compliance with the MCP and the Toxic Substances Control Act (TSCA).
- Phase II ESA will confirm that vapor intrusion is not a concern and that mitigation is not warranted.

Construction Administration Phase

- Client or construction manager will arrange access to locations required for installation, maintenance, and removal of instrumentation (air monitoring stations, meteorological station).
- All monitoring equipment, including the air monitoring stations and meteorological tower, will remain the property of GEI.
- The installation locations for the monitoring equipment will be secure. GEI is not responsible for theft or damage of the monitoring equipment. Costs for repair or replacement of stolen or damaged equipment will be invoiced to the project.
- Monthly monitoring fees apply after mobilization is complete and the equipment is operational until demobilization begins. We will demobilize within one week after we receive notice that the equipment can be demobilized.
- Monitoring data will be available for viewing on our project website during the monitoring period. Weekly data reports will also be provided during the monitoring period.

- Certain conditions observed in the field as part of a UST removal require notification to MassDEP. We will notify you if we identify a reportable condition requiring a 72-hour notification, such as the presence of non-aqueous phase liquid (NAPL) greater than ½-inch in the excavation, or PID readings over 100 parts per million (ppm) in the sidewall or bottom soil samples. We will also notify you if the results of the confirmatory soil sampling indicate concentrations of EPH or VPH greater than the applicable MassDEP reportable concentration (the RCS-1 standard), which would constitute a 120-day reporting condition. Although we will verbally notify you of these conditions, we have not included scope or costs for subsequently notifying MassDEP of a reportable condition or concentration per the Massachusetts Contingency Plan (MCP: 310 CMR 40.0000); or providing Licensed Site Professional (LSP) services associated with MCP compliance.

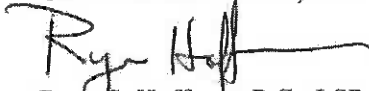
Terms and Conditions


Our services will be provided in accordance with the existing contract between GEI and Miller Dyer Spears, Inc. dated May 30, 2023. If this proposal is acceptable, please return a signed copy, which will serve as our contract and notice-to-proceed.

We appreciate the opportunity to submit this proposal. Please call Ileen Gladstone at 781-424-9924 or Ryan Hoffman at 781-424-9920 if you have any questions.

Sincerely,

GEI CONSULTANTS, INC.


Ryan S. Hoffman, P.G., LSP
Vice President


Ileen S. Gladstone, P.E., LSP, LEED AP
Senior Vice President

RSH/ISG:

c. Adam Keane, LeftField Project Management

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Accepted by:

MILLER DYER SPEARS, INC.

(Signature)

(Title)

(Typed/Printed Name)

(Date)



May 3, 2024

Ms. Lynn Stapleton
101 Federal Street,
Boston, MA 02110

Re: Pierce School - Additional Service Request #10 - Transportation Board Requests

Dear Lynn,

As discussed with Adam Keane, MDS is submitting this proposal for additional services for Additional Traffic Consultant and MDS/Sasaki services relative to the Transportation Board Requests as follows:

- Study of Elimination of Left Turn Lane on Harvard Street to School Street
- Modification of the MBTA Bus Stop
- Design of expanded Harvard Street sidewalk and entry area.
- Installation of RRFBs
- Signage for Speed Safety Zones
- Sasaki and MDS attendance at additional MBTA, Transportation Board and preparation meetings and related graphics.

See attached proposal from Vanasse & Associates, Inc. It is our understanding that this is a typical reimbursable expense under the standard MSBA contract.

For this additional scope, MDS proposes the fees below:

Fee Proposal:

| | |
|---|-----------------|
| Vanasse & Associates, Inc. | \$14,000 |
| MDS markup x 1.1 | \$1,400 |
| <u>MDS/Sasaki Meetings, Design, and Presentations</u> | <u>\$14,000</u> |
| Total | \$29,400 |

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret O. Clark", written in a cursive style.

MILLER DYER SPEARS INC.
Margaret O. Clark, RA, LEED AP BD+C
Senior Associate

Cc: W. Spears

CONTRACT AMENDMENT

Project: School Street Pedestrian Improvements

John R. Pierce School

Brookline, Massachusetts

Amendment No.: 2

Date: March 20, 2024

Project No.: 9642

Page: 1 of 3

To: Mr. William C. Spears
Miller Dyer Spears, Inc.
40 Broad Street, Suite 103
Boston, MA 02109

AMENDMENT FEE ESTIMATE

Fee \$14,000

Expenses --

Total \$14,000

☒ Lump Sum

☒ T&E

☐ Fixed Fee

☐ Other

REVISED CONTRACT FEE ESTIMATE

Fee \$190,000

Expenses \$9,400

Total \$199,400

Estimated Date

of Completion:

Requested By: _____

The Scope of Services of this Contract Amendment consists of the following tasks, which includes items beyond the scope of our original contract dated May 29, 2023.

Pursuant to the Town's review comments on the 25% Design Submission, the CONSULTANT shall evaluate the installation of Rectangular Rapid Flashing Beacons (RRFB) as well as evaluate Speed Safety zones for Harvard Street and Washington Street. The consultant shall also coordinate with the MBTA for the proposed modification of the existing MBTA bus stop #1311 on Harvard Street. The specific scope is as follows:

Task 5 Final Engineering

\$5,000

The CONSULTANT shall perform the following engineering services and incorporate the associated revisions into the Final Design documents.

The CONSULTANT shall prepare plans for the proposed installation of RRFBs at the following four locations:

- St. Mary's at Harvard Street
- Linden Street at Harvard Street (2 Locations), and
- Pierce Street at Harvard Street

The CONSULTANT shall present the proposed RRFB locations to the Transportation Board for approval. The St. Mary's at Harvard Street location shall be included in the final construction documents. The other three locations shall be included in the final construction documents as add-alternates. This scope does not include the reconstruction of pedestrian curb ramps or modifications to pavement markings.

The CONSULTANT shall evaluate and prepare conceptual and final signing plans for the implementation of Speed Safety Zones on Harvard Street from Harvard Avenue to Kent Street and on Washington Street from Harvard Street to School Street. The CONSULTANT shall present the plans to the Transportation Board for approval.

CONTRACT AMENDMENT

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John R. Pierce School

Brookline, Massachusetts

Amendment No.: 2

Date: March 20, 2024

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The CONSULTANT shall prepare final design plans for the proposed modification of the existing MBTA bus stop #1311, including pertinent roadway and sidewalk infrastructure, located at the southeast corner of the School Street at Harvard Street intersection. *The scope of services does not include the evaluation or design of a floating bus stop or bus stop island.*

Task 7 Project Meetings/Coordination

\$5,000

The CONSULTANT shall continue to attend project meetings and public hearings with the CLIENT including presentation to the Transportation Board for additional mitigation items requested by the Town. Services include coordination, written correspondence, meeting preparation and attendance, supporting graphics (when required), travel, and documentation in the form of meeting notes. Project meetings and coordination will be invoiced on a time-and-expense basis of payment.

Task 13 MBTA Coordination

\$4,000

The CONSULTANT shall facilitate meetings between the project team and the MBTA to coordinate the proposed modification of and temporary relocation of the existing MBTA bus stop #1311 located at the southeast corner of the School Street at Harvard Street intersection. Services include coordination, written correspondence, meeting preparation and attendance, supporting graphics (when required), travel, and documentation in the form of meeting notes. MBTA coordination will be invoiced on a time-and-expense basis of payment.

CONTRACT AMENDMENT

Project: School Street Pedestrian Improvements

John R. Pierce School

Brookline, Massachusetts

Amendment No.: 2

Date: March 20, 2024

Project No.: 9642

Page: 3 of 3

COMPENSATION

The total compensation for performing the Scope of Services is estimated below:

| Tasks | Original Contract | Contract Amendment No. 1 | Contract Amendment No. 2 | Total |
|---|----------------------|--------------------------------|--------------------------------|-----------|
| 1. Data Collection and Base Plans | \$2,500 | -- | -- | \$2,500 |
| 2. Traffic Analysis & Sight Distance Evaluation | 10,000 | -- | -- | 10,000 |
| 3. Preliminary Engineering | 35,000 | \$2,000 | -- | 37,000 |
| 4. Environmental Permit Documents | -- | -- | -- | -- |
| 5. Final Engineering | 41,000 | 2,000 | \$5,000 | 48,000 |
| 6. Right-of-Way and Layout | -- | -- | -- | -- |
| 7. Project Meetings/Coordination | 4,000 | 2,500 | 5,000 | 11,500 |
| 8. Abutter Coordination | -- | -- | -- | -- |
| 9. Bidding and Negotiating | 2,000 | -- | -- | 2,000 |
| 10. Final Traffic Signal Layout Plans | -- | -- | -- | -- |
| 11. Construction Services | 75,000 | -- | -- | 75,000 |
| 12. Utility Coordination | -- | -- | -- | 4,000 |
| 13. MBTA Coordination | -- | -- | 4,000 | -- |
| Labor Fee | \$169,500 | \$6,500 | \$14,000 | \$190,000 |
| Traffic Signal (subconsultant) | \$8,000 | -- | -- | \$8,000 |
| Traffic Counts (subconsultant) | \$1,400 | -- | -- | \$1,400 |
| TOTAL ESTIMATED FEE | \$178,900 | \$6,500 | \$14,000 | \$199,400 |

Prepared By: *Stephen M. Boudreau, P.E.*

Please execute this Amendment to our existing Contract Agreement authorizing us to proceed with the above scope of services at the stated estimated cost. No work will be performed under this Amendment until it is signed and returned to VAI. Upon execution by both parties, this Amendment becomes part of our original Contract Agreement dated May 29, 2023 and is subject to all terms and conditions and provisions therein.

VAI Authorization

Client Authorization *(Please sign and return)*

By: Stephen Boudreau
Title: Partner
Date: March 20, 2024

By: _____
Title: _____
Date: _____

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