

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 10-Jun-24

TO:	Leftfield LLC P O Box 307 Hingham MA 02043
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Purchase Order Number
21200997

Vender Number
56379

BUDGET \$325,000.00
BALANCE \$7,397,074.04

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6B0142

PAYMENT AMOUNT
\$98,780.00

FOR: John R. Pierce School

Amendment	Date	
8	6/11/2024	MDS - Art 97 Additional Services

AMOUNT
\$98,780.00

BUILDING COMMISSION

APPROVAL OF

Janet Fierman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Broke Duskin

SELECT BOARD

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



June 11, 2024

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

LY

Re: John R. Pierce School Project
Designer Services Contract Amendment No. 8

Dear Mr. Yan,

LeftField has reviewed Designer Contract Amendment No. 8 presented by Miller Dyer Spears (MDS) for Additional Services for the Phase 2 Article 97 and MEPA process in the total amount of \$98,780.00. Of this total, \$63,690.00 which includes MDS' 10% administrative costs is for the Article 97 and MEPA work to be performed by MDS' consultant, BSC Group and \$35,090.00 is for the MDS/Sasaki related services. The Phase 1 costs for identifying the pathway for Article 97 and MEPA process were carried in MDS' Extended Basic Services Amendment No. 6. The costs presented in Amendment No. 8 are required to achieve Article 97 and MEPA approval.

The scope of services is required, and the costs are fair and reasonable. LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 8 in the amount of \$98,780.00.

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

Attachment: MDS Designer Contract Amendment 8

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.

main: 617-737-6400 fax: 617-217-2001
101 federal street, suite 1900, boston, ma 02110

owner project manager
owner representative construction audits
cost forecasting capital budgeting

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 8

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 #12, dated June 4, 2024, for Additional Services for Phase 2 of the Article 97/MEPA process.

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, Contract Amendment No. 7 was partially approved for approval by the Town of Brookline on May 14, 2024 with the remainder to be presented for approval on June 11, 2024; and

WHEREAS, effective as of June 11, 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. 8 for the total value of **\$98,780.00**. The Miller Dyer Spears’ (MDS) Amendment is for the attached Additional Service Request #12, dated June 4, 2024, for Additional Services for Phase 2 of the Article 97/MEPA process which is based on BSC Group’s Proposal for \$63,690.00 and MDS/Sasaki fee for \$35,090 both of which includes MDS’ 10% Administrative costs. 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	\$ 1,072,785	\$ 98,780	\$ 1,171,565
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	\$17,764,876.11	\$ 98,780	\$19,158,122.11

This Amendment is for Additional Services for Phase 2 of the Article 97/MEPA Process for the Pierce School.

3. The Construction Budget shall be as follows:

Original Budget:	\$168,022,660
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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: June 11, 2024



June 4, 2024

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

Re: Pierce School – Additional Service Request #12 – Article 97/MEPA Phase 2

Dear Lynn,

As discussed with Adam Keane, MDS is submitting this proposal for additional services for Phase 2 of the Article 97/MEPA process.

Lump sum services included relative to Article 97/MEPA process are as follows:

- Meetings with Town committees and staff
- Related memos and responses to questions
- Article 97 Disposition Consultation
- Massachusetts Environmental Policy Act Office (MEPA) Pre-Filing Meeting and Coordination
- Early MEPA tasks: RFI and Lit Review
- Community Meetings/ Environmental Justice (EJ) Coordination
- Expanded Environmental Notification Form (EENF) and Environmental Impact Report (EIR) Preparation
- MEPA Public Meeting & Site Visit
- Responses to Comments, Recording, Administration

Assumptions:

- See detailed general information and assumptions within the BSC Group proposal attached.
- BSC Group will not prepare subdivision plans, plans of record, or other Deed and Title documents. We assume Town personnel will lead these efforts.

Exclusions:

- Any appeals process is excluded.

If required, any additional services beyond the scope attached will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule. These services may include:

- Preparation of additional material not listed above or attached.
- Additional public meetings that may be required for the Project.
- Any services not specifically identified in the Scope of Work attached.

See attached proposal from BSC Group. It is our understanding that their portion is a typical reimbursable expense under the standard MSBA contract.

For this additional scope, MDS proposes the fees below:

Lump Sum Fee Proposal:

BSC Group (incl. MDS markup x 1.1)

\$63,690

MDS/Sasaki

\$35,090

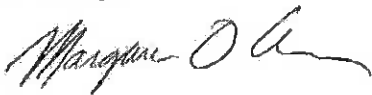
Total Additional Service

\$98,780

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

Sincerely,



MILLER DYER SPEARS INC.

Margaret O. Clark, RA, LEED AP BD+C

Senior Associate

Cc: W. Spears

Reimbursable
Fee Markup Subtotal
\$57,800 1.1 \$63,160

BSC Group

		Meeting Hours	Attendees	Mtg. Prep Hours	Pres. Prep Hours	Hours	Base Additional Service
MDS	Meetings						
	1 AC land use subcommittee	2.25	1	1	0	3.25	
	1 Select Board/Park & Rec/Concom.	3	1	1	0	4	
	1 Extra Building Commission Meeting	0.75	1	1	0	1.75	
	1 Community Forum 1	1.5	1	4	4	9.5	
	1 Community Forum 2	1.5	1	1	1	3.5	
	1 TM Pre-meeting	1	1	0	0	1	
	1 Town Meeting	2	1	1	0	3	
	1 Incl. GGD x2	2	2	0	0	4	
	7 Subtotal	14		9	5	30	\$5,850
	Memos						
	1 2024-03-18 Park and Recreation Questions and Responses					16	
	1 2024-03-26 AC Land Use Subcommittee Questions and Responses r2					16	
	1 2024-03-26 Pierce Previous Options Evaluation and backup documentation					24	
	1 email. Justin Questions and Responses					2	
	3 LCCA review					2	
	3 Subtotal					60	\$11,700
	Questions and Responses to date						
	GEI					4	
	GGD					8	
	Coordination of ongoing MEPA filing					12	
	Documentation assembly						
	Presentation Documents					20	
	Coordination/Responses to questions/comments					20	
	20 Subtotal					60	\$11,700
	Subtotal MDS						\$50,550

		Arch	LA	Civil	Base Additional Service
Sasaki	Article 97 research and presentations		\$1,100	\$2,400	\$3,500
	Subtotal Sasaki				\$3,500
Subtotal MDS/Sasaki					\$55,050
Total					\$98,760