



August 10, 2021

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

Re: John R. Pierce School Project  
Designer Services Contract Amendment No. 1

Dear Mr. Guigli,

LeftField has reviewed the Designer Contract Amendment No. 1 presented by Miller Dyer Spears, Inc. in their August 2, 2021 proposal for a slab deflection survey. The survey services are to be performed by Feldman Land Surveyors and the scope of services are included in Feldman's proposal dated May 21, 2021. The survey is needed to provide information to the Structural Engineer to assist in understanding the causes of the existing interior slab deflection in Wing A. The survey fee presented is \$1,500.00 and Miller Dyer Spear's administrative costs of \$150.00 are per the Designer contract.

These services were previously approved, and the fee presented is fair and reasonable for the services to be provided. LeftField therefore recommends that the Town of Brookline accept Designer Contract Amendment No. 1 for the total of \$1,650.00.

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  
Margret Clark, Miller Dyer Spears, Inc.

**CONTRACT FOR DESIGNER SERVICES**

**AMENDMENT NO. 1**

**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 Proposal from Miller Dyer Spears Inc., dated August 2, 2021, for the services of their consultant Feldman Land Surveyors for an additional slab deflection survey.

**WHEREAS**, effective as of August 10, 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.1 for the total value of \$1,650.00. The Miller Dyer Spears’ Amendment for is based on Feldman’s Proposal, dated May 21, 2021 and attached, for Surveying Services at the Pierce School. 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>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>Total of All Amendments</b>
Feasibility Study/Schematic Design Phase	\$1,294,466	\$ 0	\$ 1,650	\$ 1,296,116
Design Development Phase	\$ 0	\$ 0	\$ 0	\$ 0
Construction Documents Phase	\$ 0	\$ 0	\$ 0	\$ 0
Bidding Phase	\$ 0	\$ 0	\$ 0	\$ 0
Construction Phase	\$ 0	\$ 0	\$ 0	\$ 0
Completion Phase	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total Fee</b>	<b>\$1,294,466</b>	<b>\$ 0</b>	<b>\$ 1,650</b>	<b>\$ 1,296,116</b>

This Amendment is a required to provide survey information for the Structural Engineer to determine the cause of deflection of the existing interior slab in Wing A.

3. The Construction Budget shall be as follows:

Original Budget: \$ TBD \_\_\_\_\_

Amended Budget \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: Schematic Design Completion – 6/22/2022

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.

William Spears  
\_\_\_\_\_  
(print name)

Principal  
\_\_\_\_\_  
(print title)

By:   
\_\_\_\_\_  
(signature)

Date: August 10, 2021



August 2, 2021

Ms. Jennifer Carlson  
101 Federal Street,  
Boston, MA 02110

Re: Pierce School - Additional Service Request #1  
Slab Deflection Survey

Dear Jen,

As discussed, MDS is submitting this proposal for additional services for expenses to be incurred by MDS in the form of the additional slab deflection survey. It is our understanding that this is a typical reimbursable expense under the standard MSBA contract.

The services included surveying the top and bottom of the interior slab in wing A to assist the structural engineer in understanding the causes of the existing slab deflection. See attached proposal from Feldman.

For this additional scope, MDS proposes the fees below:

Fee Proposal  
Feldman with MDS coordination x 1.1          \$1,650

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

Sincerely,

A handwritten signature in blue 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

May 21, 2021

Margaret Clark, RA, LEED AP BD+C, WELL AP, MCPPO  
MDS / Miller Dyer Spears  
99 Chauncy Street, 8<sup>th</sup> Floor  
Boston, MA 02111  
617-338-5350  
mclark@mds-bos.com

Re: **Slab Deflection Survey**  
**Pierce School**  
**Brookline, Massachusetts**

Dear Margaret:

Pursuant to your request, we are pleased to submit our proposal to provide land surveying services at the aforementioned site. The survey limits are outlined on the attached figure, and includes the concrete slab in two bays.

In order to achieve your project's goals, we propose to provide the following:

**Option 1 –Total station spot elevation survey**

- Collect spot elevations on top and bottom of concrete slab as indicated on the attached figure
- Elevations will be related to assumed local floor benchmarks.
- Spot elevations to be provided in PDF format.

**The fee for task outlined above will be:**

**Option 1      \$1,500.00**

The field work will be performed following the end of the school year in late June or early July, and PDF will be delivered 1-2 weeks following field work.

Please sign, date and return this proposal to us as your authorization to proceed and we will schedule the fieldwork to accordingly.



For your protection we maintain General Liability, Automobile Liability, Workers Compensation and Professional Liability (errors and omissions) Insurance. We would be happy to furnish you with a Certificate of Insurance upon your request.

We look forward to working with you towards the successful completion of your project. If you have any questions, please feel free to call.

Very truly yours,  
**FELDMAN LAND SURVEYORS**

  
Kevin Arsenault, P.L.S.  
Project Manager  
[karsenault@feldmansurveyors.com](mailto:karsenault@feldmansurveyors.com)

Accepted By:  \_\_\_\_\_

Firm: MDS \_\_\_\_\_

Title: Senior Associate \_\_\_\_\_

Date: 6/15/21 \_\_\_\_\_

**For an efficient billing process please fill out the following:**

Billing address if different from above: \_\_\_\_\_

Accounts Payable Contact and Email: \_\_\_\_\_

Accounts Payable Telephone Number: \_\_\_\_\_

Your Job or PO Number: \_\_\_\_\_

Any Other information to be included with our invoice: \_\_\_\_\_

\_\_\_\_\_

### Survey Limits

