

June 29, 2022

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

Re: John R. Pierce School Project
Designer Services Contract Amendment No. 4

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 4 presented by Miller Dyer Spears, Inc. in their Proposal, dated June 27, 2022. The Proposal is for providing a hydrant flow test and preparing a report which is necessary to assist in the Fire Protection system analysis and design and to determine the need for a fire pump for the new Pierce School. The testing services are to be performed by MDS' Consultant, GGD Consulting Engineers, Inc., for \$1,240.00, Brookline testing fee of \$257.38 and MDS' administrative costs of \$149.74, total an amount of \$1,647.12.

These services were previously discussed as being required 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. 4 for the total of \$1,647.12.

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. 4

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 June 27, 2022, for performing a hydrant flow test and preparing report by their Consultant GGD Consulting Engineers, Inc.

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, effective as of June 29, 2022, 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. 4 for the total value of \$1,647.12. The Miller Dyer Spears’ Amendment is based on GGD’s Proposal, dated June 21, 2022, for \$1,240.00, test fee of \$257.38 and MDS’ administrative mark-up of \$149.74, as attached. 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	\$ 162,800	\$ 1,647.12	\$ 1,458,913.12
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
Total Fee	\$1,294,466	\$ 162,800	\$ 1,647.12	\$ 1,458,913.12

This Amendment is as needed to determine the need for a fire pump for the Pierce School.

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: Schematic Design Completion – 10/26/2022

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

DESIGNER:
MILLER DYER SPEARS, INC.

(print name)

(print name)

(print title)

(print title)

By: _____
(signature)

By: _____
(signature)

Date: _____

Date: June 29, 2022



June 27, 2022

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

Re: Pierce School - Additional Service Request #5 - Hydrant Flow Test

Dear Jen,

As discussed, MDS is submitting this proposal for additional services for expenses to be incurred by MDS in the form of engineering services related to a hydrant flow test. It is our understanding that this is a typical reimbursable expense under the standard MSBA contract. See attached proposal from GGD Consulting Engineers, Inc.

For this additional scope, MDS proposes the fees below:

Fee Proposal:

GGD engineering	\$ 1,240 Lump Sum
Town of Brookline Hydrant Flow Test Fee	\$ 250
3 rd party convenience fee	\$7.38

TOTAL GGD with MDS coordination x 1.1 = **\$1,647.12**

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

Sincerely,

A handwritten signature in blue ink that reads 'Margaret O. Clark'.

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

Cc: W. Spears

