

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 04-Apr-25

TO:	Miller Dyer Spears, Inc 99 Chauncy Street Boston MA 02111
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Purchase Order Number
21201408

Vendor Number
2080

PAYMENT AMOUNT
\$8,028.25

BUDGET \$18,732,557.11
BALANCE \$8,428,067.57

FUND	ORGANIZATION	ACTIVITY	OBJECT
	40004101		524010

FOR: John R. Pierce School

Change Order	Date	
15	4/8/2025	Structural Design to fix abutters defective structural columns

AMOUNT
\$8,028.25

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke 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

[Signature]
[Signature]

April 8, 2025

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

C/O to
MDS

Re: John R. Pierce School Project
Designer Services Contract Amendment No. 15

Dear Mr. Yan,

LeftField has reviewed Designer Contract Amendment No. 15 presented by Miller Dyer Spears (MDS). It includes additional Unforeseen Structural Scope at 68 Harvard Street, as directed by the Town of Brookline. Designer Contract Amendment No. 15 is for \$8,028.25 which includes the structural services of Sousa True & Partners (ST&P) for \$4,906.25 to investigate the foundations and steel columns of an exterior canopy on the abutting commercial property at 68 Harvard Street and to make recommendations for repair of the columns. This Amendment also includes MDS' time for coordinating the services and for site visits during the investigations for \$3,122.00. The scope of work presented in Amendment No. 15 is necessary to protect the abutting structure from collapse during the Pierce School construction activities and in the interest of time and liability, the Project was directed to address the issues at 68 Harvard Street.

The scope of services is needed to protect the Town and Project from liability, and the costs are fair and reasonable. LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 15 in the total amount of \$8,028.25.

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 15

Cc: Jim Rogers, LeftField, LLC
Adam Keane, LeftField, LLC
Andrew Deschenes, LeftField, LLC
Margret Clark, Miller Dyer Spears, Inc.

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 15

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 Services Request Proposal: Additional Unforeseen Structural Scope Services, dated March 31, 2025.

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 approved by the Town of Brookline on May 14, 2024 and on June 11, 2024; and

WHEREAS, Contract Amendment No. 8 was approved by the Town of Brookline on June 11, 2024; and

WHEREAS, Contract Amendment No. 9 was approved by the Town of Brookline on June 11, 2024; and

WHEREAS, Contract Amendment No. 10 was approved by the Town of Brookline on June 11, 2024; and

WHEREAS, Contract Amendment No. 11 was approved by the Town of Brookline on September 4, 2024; and

WHEREAS, Contract Amendment No. 12 was approved by the Town of Brookline on October 8, 2024; and

WHEREAS, Contract Amendment No. 13 was approved by the Town of Brookline on November 12, 2024; and

WHEREAS, Contract Amendment No. 14 was approved by the Town of Brookline on February 11, 2025; and

WHEREAS, effective as of April 8, 2025, 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. 15 for the total value of **\$8,028.25**. The Miller Dyer Spears’ (MDS) Amendment is comprised of the attached MDS Proposal for Coordination for Additional Unforeseen Structural Scope at 68 Harvard Street and ST&P’s Add Service Fee for Existing Column Base and Foundations at 68 Harvard Street. MDS’ Additional Services costs of \$3,122.00 and STP’s’ costs of \$4,906.25 comprise the total value of \$8,028.25.

John R. Pierce Elementary School

Designer Contract Amendment No. 15

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.

Margaret Clark

(print name)

Associate Principal

(print title)

Signed by:
By: Margaret Clark
502CD393EFBF4E9...
(signature)

Date: 4/3/2025



March 31, 2025

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

Re: Pierce School - Additional Unforeseen Structural Scope - 68 Harvard Street

Dear Lynn,

As discussed with Adam Keane, MDS is submitting this proposal for expenses to be incurred by MDS in the form of additional services for unforeseen existing conditions at 68 Harvard Street:

- Review of deteriorated existing steel columns that could be affected by installation of the SOE lagging and removal of adjacent school foundations.
- Design of column repairs.
- Construction Administration - Submittal and change request review.
- Virtual meetings and on-site review
- Review of rubble foundation and 68 Harvard Street piers/footings that could affect the underpinning.
- See attached photos.

See attached invoice from Souza True and Partners for more information.

Exclusions:

- The geotechnical monitoring and evaluation are not included in this proposal but are being tracked with other unforeseen conditions against the available fee. It will be evaluated later to see if additional services are required to cover these visits.

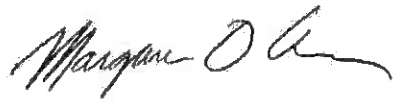
For the additional scope defined above, MDS proposes the fees below:

Fee Proposal:

STP	\$4,906.25
MDS coordination and site visit	\$3,122.00
Total Additional Service	\$8,028.25

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". The signature is fluid and cursive, with the first name "Margaret" being more prominent than the last name "Clark".

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

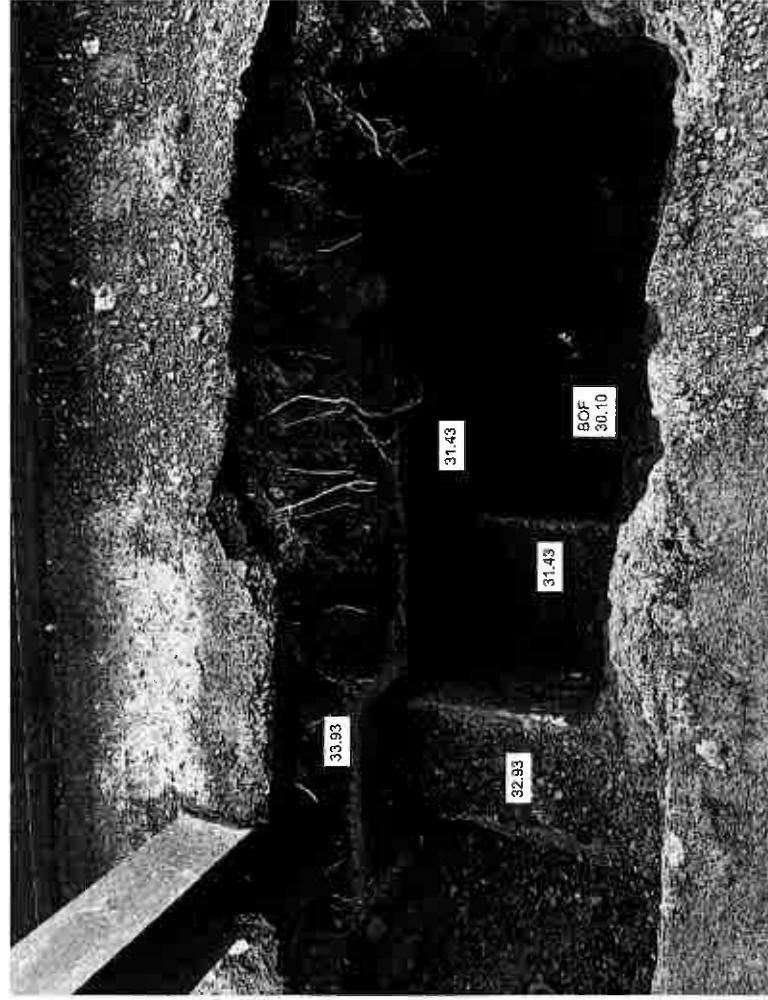
Cc: A. Mackrell

22 - 68 Harvard Street Unforeseen Conditions

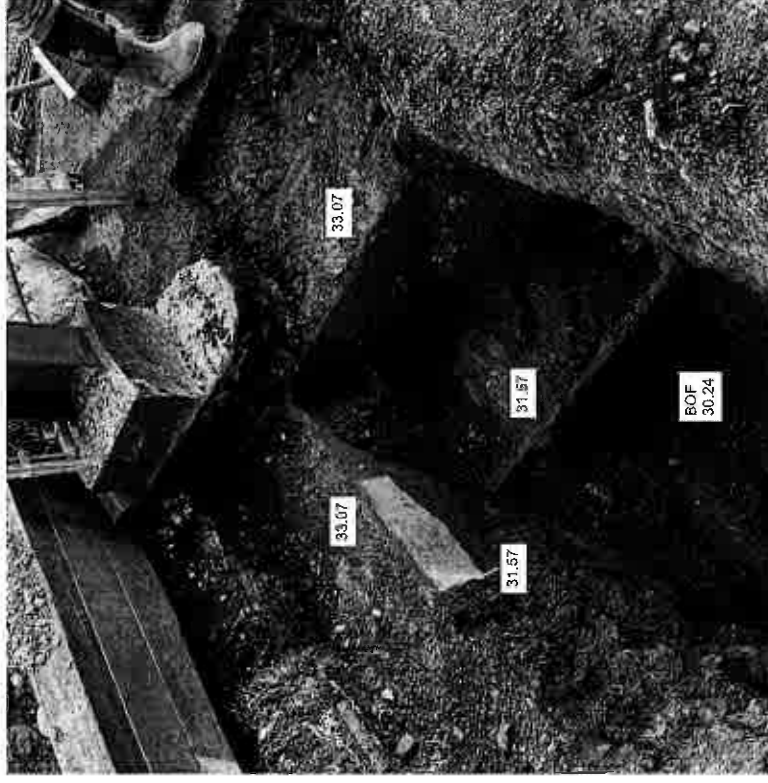
		hours	Fee
MDS	Site Visit	6	\$1,338
	Meetings and Coordination	8	\$1,784
	Subtotal MDS		\$3,122

STP	Structural Services	Subtotal STP	\$4,906.25
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Subtotal \$8,028.25



EXISTING COLUMN 1 TEST PIT (2nd column from Harvard St.)



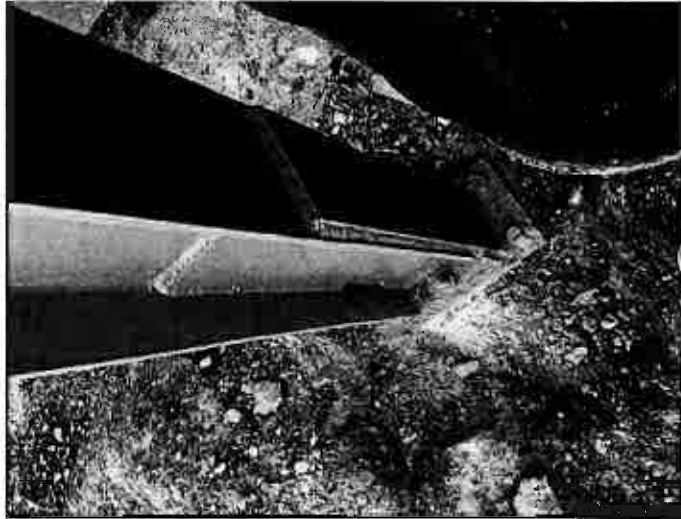
EXISTING COLUMN 2 TEST PIT (closest to Harvard St.)



EXISTING COLUMN 1 (2nd column from Harvard St.)



EXISTING COLUMN 1 (2nd column from Harvard St.)



REPAIRED COLUMN 1 (2nd column from Harvard St.)



REPAIRED COLUMN 3 (3rd column from Harvard St.)



**SOUZA, TRUE
AND PARTNERS INC.
STRUCTURAL ENGINEERS**

Souza True & Partners Inc
One Cranberry Hill, Suite 301
Lexington, MA 02421
(617) 926-6100

MDS / MILLER DYER SPEARS
40 BROAD STREET, SUITE 103
BOSTON, MA 02109

Invoice number 233087
Date 03/28/2025

Project **20217 PIERCE SCHOOL**

For Professional Services through March 28, 2025

ADD SERVICE FOR EXISTING COLUMN BASE / FOUNDATIONS AT 68 HARVARD ST
PROFESSIONAL PERSONNEL

	Hours	Rate	Billed Amount
Engineer	8.75	160.00	1,400.00
Sr Principal	12.75	275.00	3,506.25
Phase subtotal			4,906.25
Invoice total			4,906.25

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
233087	03/28/2025	4,906.25	4,906.25				
	Total	4,906.25	4,906.25	0.00	0.00	0.00	0.00