



July 11, 2023

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

Re: John R. Pierce School Project  
Designer Services Contract Amendment No. 5

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 5 presented by Miller Dyer Spears (MDS). Leftfield requested that MDS provide Amendment No. 5 after review with the Town and reconciling of the project expenditures during the Feasibility Study/Schematic Design phases of the project. With the remaining funds, it was decided that additional Schematic Design due diligence work could proceed while funding for the extended basic services for Design Development through Closeout of the project could be resolved.

The total proposed Amendment No. 5 cost in the amount of \$6,204.99, coupled with the \$62,342.60 of remaining A/E Reimbursable Services fees provides a total of \$68,547.59 to allow for the following proposed due diligence work to be performed.

PEER (HAZMAT Testing):	\$29,822.00
LGCI (Geotechnical Testing):	\$23,890.00
Surveyor (Additional Survey Needs):	\$ 5,750.00
Subtotal:	\$59,462.00
MDS 10% Fee	<u>\$ 5,946.00</u>
Total:	\$65,408.00
Contingency in MDS' FS/SD Budget:	\$ 3,139.59

The scope of services are required and are fair and reasonable and is work that could be accomplished in an effort to progress the schedule. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 5 in the amount of \$6,204.99.

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

Sincerely,

Lynn Stapleton, AIA, LEED AP B D + C

**CONTRACT FOR DESIGNER SERVICES  
AMENDMENT NO. 5**

**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 to provide Miller Dyer Spears with an allowance contingency for the additional Schematic Design due diligence work to be performed in advance of Design Development funding.

**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**, effective as of July 11, 2023, 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. 5 for the total value of \$6,204.99. The Miller Dyer Spears’ Amendment is for an allowance contingency for performing additional Schematic Design due diligence work in advance of Design Development funding. 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	\$ 164,447.12	\$ 6,204.99	\$ 1,465,118.11
Design Development Phase	\$ 0	\$ 0	\$ 0	\$ 0
Construction Documents Phase	\$ 0	\$ 0	\$ 0	\$ 0
Bidding Phase	\$ 0	\$ 0	\$ 0	\$ 0

