

**CONTRACT FOR PROJECT MANAGEMENT SERVICES  
AMENDMENT NO. 10**

**WHEREAS**, the Town of Brookline (“Owner”) and LEFTFIELD, LLC, (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for OPM Services for the Driscoll Elementary School on March 25, 2019, “Contract”; and

**WHEREAS**, the scope of this work is summarized in the attached LeftField Fee Proposal Letter; and

**WHEREAS**, Contract amendment No. 1 was approved by the Town of Brookline on January 3, 2020; and

**WHEREAS**, Contract amendment No. 2 was approved by the Town of Brookline on April 8, 2020; and

**WHEREAS**, Contract amendment No. 3 was approved by the Town of Brookline on July 8, 2020; and

**WHEREAS**, Contract amendment No. 4 was approved by the Town of Brookline on July 8, 2020; and

**WHEREAS**, Contract amendment No. 5 was approved by the Town of Brookline on December 8, 2020; and

**WHEREAS**, Contract amendment No. 6 was approved by the Town of Brookline on May 11, 2021; and

**WHEREAS**, Contract amendment No. 7 was approved by the Town of Brookline on June 8, 2021; and

**WHEREAS**, Contract amendment No. 8 was approved by the Town of Brookline on July 13, 2021; and

**WHEREAS**, Contract amendment No. 9 was approved by the Town of Brookline on November 8, 2021; and

**WHEREAS**, effective as of December 13, 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 the Owner’s Project Manager to provide extended construction administration services and for the installation of Terrazzo beyond the contract construction timeframe in the amount of \$26,171.00, 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 Owner’s Project Manager shall be compensated by the Owner in accordance with the Fee for Basic Services shown below:

<b>Fee for Basic Services</b>	<b>Original Contract</b>	<b>Previous Amendments</b>	<b>Amount of This Amendment</b>	<b>After This Amendment</b>
Schematic Design Phase:	\$34,015.00	\$0	\$ 0	\$ 34,015.00
Design Development Phase:	\$ 0	\$ 429,575	\$ 0	\$ 429,575.00
Construction Documents Phase:	\$ 0	\$ 524,441.00	\$ 0	\$ 524,441.00
Bidding Phase:	\$ 0	\$ 188,436.00	\$ 0	\$ 188,436.00
Construction Phase:	\$ 0	\$1,989,628.00	\$ 26,171.00	\$2,015,799.00
Completion Phase:	\$ 0	\$ 50,010.00	\$ 0	\$ 50,010.00
Advertising & Printing	\$ 0	\$ 588.59	\$ 0	\$ 588.59
Reimbursable Services	\$ 0	\$ 67,823.42	\$ 0	\$ 67,823.42
Cost Estimates	\$ 0	\$ 42,900.00	\$ 0	\$ 42,900.00
<b>Total Fee</b>	<b>\$34,015.00</b>	<b>\$3,293,402.01</b>	<b>\$ 26,171.00</b>	<b>\$3,353,588.01</b>

This Amendment is for the extension of LeftField’s Construction Administration services due to the change from VCT to Terrazzo and the related extension of the construction beyond the contract timeframe.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget:	<u>\$99,563,170</u>

4. The Project Schedule shall be as follows:

Original Schedule: (Building; Site)	<u>January 2023; August 2023</u>
Amended Schedule:	<u>January 2024; September 14, 2024</u>

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

Driscoll School Project  
Town of Brookline, MA

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 Town of Brookline, and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

**OWNER:**  
TOWN OF BROOKLINE

\_\_\_\_\_  
(print name)

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

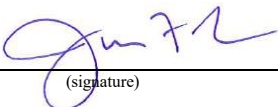
By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**OWNER'S PROJECT MANAGER:**  
LEFTFIELD, LLC

James F. Rogers, Jr.  
(print name)

Principal  
(print title)

By:   
(signature)

Date: December 13, 2022



December 13, 2022

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

Re: Michael Driscoll School Project  
Proposed Fee for Terrazzo Construction Administration Extension  
OPM Contract Amendment No. 10

Dear Mr. Guigli:

LEFTFIELD's fee proposal for managing and overseeing the terrazzo installation beyond the original construction contract timeframe. The fee increase is related to the project duration extension due to the change from VCT to Terrazzo in several areas on the first floor of the Driscoll School project.

The Driscoll School project has been extended from 8/1/24 to 8/16/24. This 2-week extension to the project will require an extension of LeftField's Construction Administration time on the project.

	<u>Task</u>	<u>Total</u>
LeftField	2-weeks Construction Administration	<u>\$26,171.00</u>
	Total:	\$26,171.00

The fee for the time extension will be transferred from Owner's Contingency Budget Line to the OPM – Construction Administration Budget Line.

The scope of OPM services for the tasks indicated will be provided for the fee indicated and will be as defined by Article 8 - Basic Services in the Contract for Project Management Services.

#### Additional Services

Extra Services are as defined in Article 9 of the Contract at the hourly rates provided in the contract, which may be adjusted annually in January of each year.


The Owners Project Manager shall be reimbursed for all other related additional costs, at cost plus ten percent (10%). No additional services will be provided without written authorization in advance of the work.

#### Reimbursable Expenses

All reimbursable expenses (i.e. communication, printing, travel, ordinary office supplies) are included in the above lump sum prices.

We look forward to continuing to work with the Town of Brookline on the Michael Driscoll School.

Sincerely,



James F. Rogers