

**CONTRACT FOR PROJECT MANAGEMENT SERVICES
AMENDMENT NO. 4**

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 PM&C letter proposal, dated May 26, 2020, for providing a 100% Design Development cost estimate; 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, effective as of July 8, 2020, 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 hire PM&C to perform an independent cost estimate for the Driscoll Elementary School for the amount of \$42,900.00, 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:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Schematic Design Phase:	\$34,015	\$0	\$ 0	\$ 34,015
Design Development Phase:	\$ 0	\$ 429,575	\$ 0	\$ 429,575
Construction Documents Phase:	\$ 0	\$ 524,441	\$ 0	\$ 524,441
Bidding Phase:	\$ 0	\$ 188,436	\$ 0	\$ 188,436
Construction Phase:	\$ 0	\$ 1,989,628	\$ 0	\$ 1,989,628
Completion Phase:	\$ 0	\$ 50,010	\$ 0	\$ 50,010

Advertising & Printing	\$ 0	\$ 588.59	\$ 0	\$ 588.59
Reimbursable Expenses	\$ 0	\$ 27,500.00	\$ 0	\$ 27,500.00
Cost Estimates	\$ 0	\$ 0	\$ 42,900.00	\$ 42,900.00
Total Fee	\$34,015.00	\$3,210,178.59	\$ 42,900.00	\$3,287,093.59

This Amendment is for a third independent cost estimate on the 100% Design Development documents.

3. The Construction Budget shall be as follows:

Original Budget: \$ 92,909,563
Amended Budget: \$92,791,890

4. The Project Schedule shall be as follows:

Original Schedule: (Building; Site) January 2023; August 2023
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 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

OWNER'S PROJECT MANAGER:
LEFTFIELD, LLC

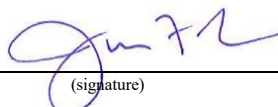
(print name)

James F. Rogers, Jr.
(print name)

(print title)

Principal
(print title)

By: _____
(signature)

By: 
(signature)

Date: _____

Date: July 8, 2020



July 8, 2020

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

Re: Michael Driscoll School Project
Fee Proposal for Cost estimating Services - OPM Contract Amendment No. 4

Dear Mr. Guigli,

Attached is a fee proposal from PM&C for an independent cost estimate on the 100% Design Development documents of the Michael Driscoll School. This work is to be performed by PM&C as a subconsultant to LeftField. PM&C has agreed to estimating schedule for the 100% Design Development estimating and reconciliation process

Fee

In accordance with Article 10 - Reimbursable Expenses of the OPM Contract, the services associated with this proposal are to be invoiced on a lump sum basis, plus 10%, as specified in Article 10, Paragraph 10.1.

PM&C Estimating Fee	\$ 39,000.00
<u>LeftField 10% Administration Fee</u>	<u>\$ 3,900.00</u>
Total	\$ 42,900.00

Should you have any questions regarding this proposal, 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
Philip Gray, Jonathan Levi Architects

May 26, 2020

Jim Rogers
Principal
Leftfield, LLC
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: Fee Proposal for Cost Estimating Services
Driscoll School, Brookline, MA

Dear Jim,

Thank you for the opportunity to submit this proposal for cost estimating services for the Driscoll School in Brookline, MA. We understand this is a 150,000 SF new elementary school.

Our fee for cost estimating services is as follows:

100% Design Development Estimate: \$39,000

This fee includes all expenses including reconciliation.

Thank you again for asking PM&C to submit a proposal on this project. If this proposal is agreeable please sign and send back to this office.



Peter Bradley BSC Q.S.; LEED AP
President

Name

Date