

**CONTRACT FOR PROJECT MANAGEMENT SERVICES
AMENDMENT NO. 7**

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 SLS Fire, Inc.’s letter proposal, dated May 25, 2021, for Fire Suppression and Fire Alarm System Third Party Review Services based on meeting with Engineers at GGD; 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, effective as of July 13, 2021, 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 extend SLS Fire, Inc.’s services to perform a Fire Suppression and Fire Alarm System Third Party Review based on meeting with Engineers at GGD for the Driscoll Elementary School for the amount of \$550.00, 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:	\$34,015.00	\$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	\$ 0	\$1,989,628.00
Completion Phase:	\$ 0	\$ 50,010.00	\$ 0	\$ 50,010.00
Advertising & Printing	\$ 0	\$ 588.59	\$ 0	\$ 588.59
Reimbursable Services	\$ 0	\$ 40,480.00	\$ 550.00	\$ 41,030.00
Cost Estimates	\$ 0	\$ 42,900.00	\$ 0	\$ 42,900.00
Total Fee	\$34,015.00	\$3,266,058.59	\$ 550.00	\$3,300,623.59

This Amendment is for Third Party Review Services for the revised Contract Documents as required by the Fire Department after Meeting with GGD and for online bid services and printing.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$93,823,333</u>

4. The Project Schedule shall be as follows:

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

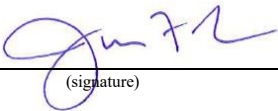
By: _____
(signature)

Date: _____

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

James F. Rogers, Jr.
(print name)

Principal
(print title)

By: 
(signature)

Date: July 13, 2021



July 13, 2021

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

Re: Michael Driscoll School Project
Proposed Fee for Additional Fire Protection/Life Safety Third-Party Review Services
OPM Contract Amendment No. 7

Dear Mr. Guigli:

LEFTFIELD's fee proposal for managing and providing the Building Code and Fire Department required Fire Protection/Life Safety Review Services as outlined below. The fee proposal is supported by the attached proposal from SLS Fire, Inc.

<u>Consultant</u>	<u>Task</u>	<u>Fee</u>	<u>LeftField</u>	<u>Total</u>
SLS Fire, Inc.	Fire Protection/Life Safety Review Additional Review of Revised Contract Documents based on GGD meeting	\$500	\$50	\$550
Total:				\$550

The fee for SLS Fire, Inc will be transferred from the Owner's Contingency Budget Line to the "OPM Reimbursable Services" Budget Line. SLS Fire, Inc. will be under LeftField's management and will provide the independent service required under the Massachusetts State Building Code, 9th edition, MGL 780 CMR and the Fire Department. A fee proposal was presented as an extra service from the original reviewer SLS Fire at the request of the Fire Department after a meeting with the engineers at GGD. Given SLS Fire's familiarity with the original Contract Documents, it is more efficient and less costly to have SLS Fire perform the review requested for Fire Suppression and Fire Alarm systems.

main: 617-737-6400 fax: 617-217-2001
225 franklin street, 26th floor, boston, ma 02110

owner project manager
owner representative construction audits
cost forecasting **capital budgeting**

We intend to bill as a lump sum as invoices are received from the consultants. 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



1 Lincoln St, 24th Floor
Boston, Massachusetts, 02111

FIRE PROTECTION/LIFE SAFETY PROPOSAL: THIRD PARTY REVIEW SERVICES

PROJECT LOCATION:

64 Westbourne Terrace
Brookline, MA

PREPARED FOR:

LeftField Project Management, LLC

ATTENTION:

Jen Carlson

DATED:

5/25/2021

SLS No.: SLSBOS9000.30.02

I. INTRODUCTION

LeftField Project Management, LLC has requested the services of SLS Consulting to provide 3rd party review services for the project located at 64 Westbourne Terrace in Brookline, MA. SLS Consulting is an approved third-party reviewer for the Town of Brookline and has been requested to provide the following services:

- Tier One FP & FA system review
- Tier One NFPA 241 Plan review

II. BASE SCOPE OF SERVICES

SLS proposes the following scope of services to the Client:

A. Consulting Scope of Services

1. Tier One:
 - a. FP/FA Plan Review
 - i. Review the fire suppression and fire alarm system design drawings (i.e. permit set) for conformance with 780 CMR and 527 CMR, including referenced standards (e.g. NFPA 13 and NFPA 72).
 - ii. Author and transmit a final acceptance letter and the approved design drawings to Brookline Fire.

B. Additional Scope of Services

Based on SLS's role associated with general consulting services; additional services for comprehensive and specific fire engineering and building code consulting may be required. Such services may include re-reviews of submittals, drawing packages, reports, etc. Design of fire protection systems and/or authoring of the NFPA 241 plan, while available, is explicitly excluded from this proposal. If additional services are required to be provided, a cost proposal and detailed scope of services will be presented to the client for review and approval prior to proceeding.

C. Client Responsibilities

For SLS to complete the proposed scope of services, LeftField Project Management, LLC will be subject to the following responsibilities:

1. Provide electronic access to project drawings and relevant project reports; and
2. Coordinate meetings, working sessions, site walks and inspections.

III. PROFESSIONAL FEES & EXPENSES

The scope of services outlined in this proposal will be provided to client based on the following breakdown:

BASE SCOPE OF SERVICES (as referenced in Item II above – broken down below):	\$500
Tier One FA/FP Plan Review	\$500

IV. TERMS AND CONDITIONS & ACCEPTANCE

The terms set forth in this Proposal, the Scope(s) of Service(s), and the Professional Fees & Expenses attached hereto or included herein, and any other attached exhibits, if any, are subject to the Consultant's General Terms and Conditions as found in AIA C401 "Architect Consultant Agreement"

Either the Client's signature of this Proposal, or the Client's payment of any sum due according to this Proposal, shall constitute the Client's full acceptance of this Proposal, any attachment hereto, and the General Terms and Conditions governing this Proposal. Once this Proposal has been accepted by the Client as specified in the immediately preceding sentence, this Proposal with any attachment or exhibit hereto, the Scope(s) of Service(s), and the Professional Fees & Expenses attached hereto or included herein, together with and subject to the Consultant's General Terms and Conditions, shall become the full and binding Agreement between the Parties.

By accepting this Proposal, Client acknowledges and understands that:

- I. In signing or otherwise accepting this Proposal, Client affirmatively represents that it has read and understood Consultant's General Terms and Conditions;
- II. Client is solely responsible for reading and understanding Consultant's General Terms and Conditions, which are binding on the Parties; and
- III. Consultant would not have entered into any agreement with Client but for Client's reading, understanding, and acceptance of the Consultant's General Terms and Conditions.

By signing below, the Parties explicitly accept the terms of this Proposal, and agree to be legally bound by all terms and conditions of this Agreement, including any attachment or exhibit hereto, the Base Scope of Work & Fee Breakdown, and the General Terms and Conditions.

This Agreement is entered into by the Parties as of this ____ day of _____, 20____ (the "Effective Date").

INFORMED CONSENT OF OWNER

I HAVE READ AND UNDERSTOOD ALL THE TERMS CONTAINED IN THIS PROPOSAL, IN ANY ATTACHMENT HERETO, AND IN THE APPLICABLE GENERAL TERMS AND CONDITIONS. I HAD TIME AND OPPORTUNITY TO CONSULT WITH MY ATTORNEY BEFORE ENTERING INTO THIS AGREEMENT. I FREELY AND WILLINGLY AGREE TO ALL THE TERMS CONTAINED IN THIS PROPOSAL, ANY ATTACHMENT HERETO, AND THE APPLICABLE GENERAL TERMS AND CONDITIONS.

Owner: _____

By: _____

Name:

Title:

Consultant: SLS Fire

By: _____



Eric Montplaisir, P.E.
Principal Fire Protection Engineer

SLS No. SLSBOS9000.30.02