

**CONTRACT FOR PROJECT MANAGEMENT SERVICES  
AMENDMENT NO. 9**

**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 BidDocsOnline invoice #225906-1; 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**, effective as of November 8, 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 pay for BidDocs Online to provide online bid services and printing for the Terrazzo Bid Package in the amount of \$852.50, 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	\$ 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	\$ 66,970.92	\$ 852.50	\$ 67,823.42
Cost Estimates	\$ 0	\$ 42,900.00	\$ 0	\$ 42,900.00
<b>Total Fee</b>	<b>\$34,015.00</b>	<b>\$3,292,549.51</b>	<b>\$ 852.50</b>	<b>\$3,327,417.01</b>

This Amendment is for online bid services and printing for the Terrazzo Bid Package.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$98,924,912</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 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)

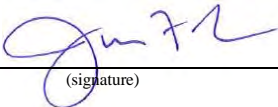
By: \_\_\_\_\_  
(signature)

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

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

James F. Rogers, Jr.  
(print name)

Principal  
(print title)

By:   
(signature)

Date: November 8, 2022



November 8, 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 Online Bid and Printing Services  
OPM Contract Amendment No. 9

Dear Mr. Guigli:

LEFTFIELD's fee proposal for managing and providing the online bid services and printing for the Terrazzo Bid Package, as outlined below. The fee proposal is supported by the attached invoice #225906-1 from BidDocs Online.

<u>Consultant</u>	<u>Task</u>	<u>Total</u>
BidDocs Online	Online Bid Services and Printing	\$775.00
LeftField	10% Administrative Fee	<u>\$ 77.50</u>
	Total:	\$852.50

The fee for BidDocs Online will be transferred from the Advertising & Printing Budget Line to the "OPM Reimbursable Services" Budget Line. The costs for BidDocs Online's services includes a 10% mark-up per contract by LeftField.

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.

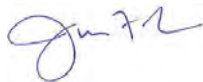
The Owners Project Manager shall be reimbursed for all other related additional costs, at cost plus ten percent (10%). No additional services will be provided without written authorization in advance of the work.

#### 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



October 17, 2022

Mr. Andrew Deschenes (adeschenes@leftfieldpm.com)  
**LeftField**  
 225 Franklin Street, 26th Floor  
 Boston, MA 02110

cc: Lynn Stapleton

**Town of Brookline - Terrazzo Bid - Driscoll School**  
**BDO Invoice #225906-1**

Project Posting:	Cost	Per Unit	Quantity	Total
Electronic Posting Basic Services:	\$450.00	/ Project	X 1 =	\$450.00
Electronic Bidding Services:	\$325.00	/ Project	X 1 =	\$325.00
Additional Drawings:	\$2.00	/ Drawing	X 0 =	\$0.00
Additional Addenda:	\$50.00	/ Addenda	X 0 =	\$0.00
3-Day Rush Posting:	\$200.00	/ Posting	X 0 =	\$0.00
24-Hour Rush Posting:	\$450.00	/ Posting	X 0 =	\$0.00
<b>Sub Total</b>				<b>\$775.00</b>

Printings Costs:	Size	Quantity (sheets)	Total	Unit	Unit Cost	Cost
Drawings / Specifications	9	X 1 =	9	SF	\$0.16	\$1.44
Sheet Size 30" x 42" (9 SF)	1	X 0 =	0	EA	\$2.00	\$0.00
Binding	1	X 1042 =	1042	EA	\$0.06	\$62.52
Page Size 8 1/2" x 11"	1	X 1 =	1	EA	\$2.50	\$2.50
3-Post Binding					Cost Per Set	\$66.46
				Number of Sets*	X	0
<b>Sub Total</b>						<b>\$0.00</b>

Addenda Printing Costs: CLIENTS ONLY	Cost	Quantity (sheets)	Quantity	SAVINGS	Total
Addendum #1 (8 1/2 x 11) - 2 pages (1 Planholder)	\$0.12	/ Addendum	X 0 =	\$0.12	\$0.00
Addendum #2 (8 12 x 11) - 7 pages (2 Planholders)	\$0.42	/ Addendum	X 0 =	\$0.84	\$0.00
Addendum #3 (8 12 x 11) - 13 pages (2 Planholders)	\$0.78	/ Addendum	X 0 =	\$1.56	\$0.00
<b>Sub Total</b>				<b>\$2.52</b>	<b>\$0.00</b>

Mailing and Handling Costs:	Cost	Per Unit	Quantity	SAVINGS	Total
Owner Paid Mailings:	\$20.00	/ Set	X 0 =		\$0.00
Addendum #1 Shipping (UPS) on 9/27 - CLIENTS ONLY	\$12.50	/ Addendum	X 0 =	\$12.50	\$0.00
Addendum #2 Shipping (UPS) on 10/3 - CLIENTS ONLY	\$12.50	/ Addendum	X 0 =	\$25.00	\$0.00
Addendum #3 Shipping (UPS) on 10/6 - CLIENTS ONLY	\$12.50	/ Addendum	X 0 =	\$25.00	\$0.00
<b>Sub Total</b>				<b>\$62.50</b>	<b>\$0.00</b>

\*0 planholders set

No client sets so no addenda printing or shipping charges.

Sales Amount	\$775.00
Misc. Charges	\$0.00
Sales Tax (Exempt)	\$0.00
<b>Grand Total</b>	<b>\$775.00</b>

SAVINGS: School saved \$133 in printing costs  
 with 2 electronic planholders and \$65 in addenda printing and  
 shipping costs with electronic bidding (no hard copy addenda).  
**TOTAL SAVINGS OF \$198**

Payment Received (credit plan deposits) \$0.00  
**BALANCE DUE \$775.00**

*Lana X. Yamborke* LeftField 10%: \$ 77.50  
 Total: \$852.50