



December 14, 2021

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

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 19

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 19 presented by Jonathan Levi Architects in their Fee Proposal, dated December 14, 2021, for Additional Geo-environmental Services for Construction Monitoring and Soils Testing to be performed by McPhail Associates, Inc. as outlined in their December 13, 2021 Proposal. These services are for providing additional construction monitoring and soils testing of the increased quantity of soil above the tonnage identified in Contract Amendment 5, Task 4, and for the additional testing required of the change in the receiving facility. To meet MCP regulations, this work is required to be performed by the LSP. McPhail's fee for these services is \$23,700.00 and JLA's associated administrative cost is \$2,370.00 per the Designer Contract.

The scope of services is required, and the cost of the work aligns with the fees and costs of the previously approved Contract Amendment 5 and exceeds the services outlined therein. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 19 for the total of \$26,070.00.

Should you have any questions regarding this recommendation of approval, 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

CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 19

WHEREAS, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Jonathan Levi Architects’ (JLA) Proposal, dated December 14, 2021, for Additional Geo-environmental Services for construction monitoring and testing of soils for removal from site performed by McPhail Associates, as outlined in their December 13, 2021 Proposal; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

WHEREAS, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

WHEREAS, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

WHEREAS, Contract Amendment No. 8 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

WHEREAS, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

WHEREAS, Contract Amendment No. 12 was approved by the Town of Brookline on April 13, 2021; and

WHEREAS, Contract Amendment No. 13 was approved by the Town of Brookline on September 14, 2021; and

WHEREAS, Contract Amendment No. 14 was approved by the Town of Brookline on September 14, 2021; and

WHEREAS, Contract Amendment No. 15 was approved by the Town of Brookline on October 12, 2021; and

WHEREAS, Contract Amendment No. 16 was approved by the Town of Brookline on October 12, 2021; and

WHEREAS, Contract Amendment No. 17 was approved by the Town of Brookline on November 9, 2021, and

WHEREAS, Contract Amendment No. 18 is being presented for approval by the Town of Brookline on December 13, 2021, and

WHEREAS, effective as of December 14, 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 this Contract Amendment No. 19 for the total value of \$26,070.00. This Amendment is based on JLA's Consultant McPhail Associates' Proposal, dated December 13, 2021, for \$23,700.00, and JLA's associated administrative mark-up of 10% for \$2,370.00. 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:

Fee for Basic Services		Previous Amendments	Amount of This Amendment	Total of All Amendments
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590
CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 -Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 5,500	\$ 0	\$ 5,500
CA #4 – HAZMAT Consulting	\$ 0	\$ 138,512	\$ 0	\$ 138,512
CA #5 – Geo-Environmental & Geotechnical, Subsurface	\$ 0	\$ 340,725	\$ 0	\$ 340,725
CA #6 – Utilities – Hydrant Flow Test	\$ 0	\$ 1,375	\$ 0	\$ 1,375
CA #7 – Supplemental Geo-Engineering & Geotechnical	\$ 0	\$ 50,050	\$ 0	\$ 50,050

CA #8 – Site Surveying	\$ 0	\$ 2,750	\$ 0	\$ 2,750
CA #9 – Supplemental Geo-environmental Engineering	\$ 0	\$ 42,900	\$ 0	\$ 42,900
CA #10–Supplemental Geo-environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #11–Supplemental Geo-environmental Engineering	\$ 0	\$ 13,200	\$ 0	\$ 13,200
CA #12–Supplemental Survey Building Height Certification	\$ 0	\$ 1,320	\$ 0	\$ 1,320
CA #13 – Solar Study	\$ 0	\$ 2,090	\$ 0	\$ 2,090
CA #14–Supplemental Geo-Environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #15–Supplemental Geo-Environmental Engineering	\$ 0	\$ 48,400	\$ 0	\$ 48,400
CA #16–Geothermal System Engineering & Construction Administration	\$ 0	\$ 79,244	\$ 0	\$ 79,244
CA #17–Vibration Monitoring Services	\$ 0	\$ 107,712	\$ 0	\$ 107,712
CA #18–Additional Survey	\$ 0	\$ 1,523.78	\$ 0	\$ 1,523.78
CA #19-Additional Geo-Environmental Construction Monitoring & Testing	\$ 0	\$ 0	\$ 26,070.00	\$ 26,070.00
Total Fee	\$1,179,260	\$8,252,137.78	\$ 26,070.00	\$9,457,467.78

This Amendment is for performing additional geo-environmental services including construction monitoring and soils testing for additional quantities of soil required to be removed from site and for additional testing required by a change in the receiving facility.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 92,909,563</u>
Amended Budget	<u>\$ 98,478,979</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Phase 1 Substantial Completion – 11/4/2022</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>
Amended Schedule	<u>Phase 1 Substantial Completion – 5/31/2023</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>

Phase 1 – New Building, Roadways and Sidewalk Work

Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all 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 Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER:

(print name)

(print title)

By: _____
(signature)

Date: _____

DESIGNER:

Jonathan Levi

(print name)

Principal

(print title)

By: _____
(signature)

Date: December 14, 2021

14 December 2021

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: *Fee Proposal, Geoenvironmental Services
Driscoll School, Brookline MA*

Dear Jim,

Attached please find a proposal from McPhail for Geoenvironmental services to be performed as a subconsultant to JLA. These services supplement those previously approved in Contract Amendment 5, task 4.

Fee

As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Chemical testing and LSP profiles	\$23,700
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10% markup	\$2,370
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Total	\$26,070
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Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray
Associate Principal
Jonathan Levi Architects



December 13, 2021

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School; Brookline, Massachusetts
Proposal for Additional Construction Monitoring Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing additional construction phase geoenvironmental engineering services for above referenced project. The scope of work proposed herein will be provided in accordance with the terms and conditions presented in our proposal dated March 4, 2020 which is incorporated herein by reference.

Currently, the bulk excavation of the proposed basement of the new Driscoll School building is almost complete. Prior to the start of construction McPhail prepared a report entitled "Revised Soil Management Plan" dated November 18, 2020, the included the removal and off-site disposal of a total of 34,500 cubic yards of soil. Due to configuration of the design of the support of excavation system and rerouting the drain line, more soil has been removed off the site than originally anticipated. In addition, as part of the excavation of the southeast corner of the site near the corner of Washington Street and the alleyway, additional soil impacted by the gasoline release was encountered. As part of this additional gasoline impacted soil and additional soil requiring off-site removal, two (2) additional soil samples were collected and chemically tested and two (2) LSP soil profiles were prepared.

Portions of the gasoline contaminated soil proposed for removal to the Asphalt Batch Plant Facility (Ondrick Recycling in Chicopee, MA) were excavated from below the observed groundwater level and the soil was observed to be saturated. As recently documented in our email correspondence to JLA on December 3, 2021, the presence of the water in the site soils caused the Ondrick facility to reject the soil due to difficulties screening the saturated soil. Gilbane has proposed to dispose of the soil to an out-of-state non-hazardous facility in New Hampshire (Waste Management Turnkey Landfill). This facility requires one (1) soil sample from every 200 tons of soil removed to be chemical tested showing results that meet the criteria for the facility. This frequency of testing requires approximately 4 times as many samples to be collected and tested then the Ondrick facility. The quantity of soil that is being requested to be reused at the Turnkey landfill is understood to be approximately 2,400 tons. As part of the change in facility, we were authorized in an email correspondence from Leftfield dated December 2, 2021, to proceed with collecting ten (10) soil samples from the gasoline impacted soil and prepare one (1) additional LSP soil profile for the WM Turnkey facility.



Sample Collection, Testing and LSP Profiles

Our proposed scope of supplemental geoenvironmental engineering services will include the following:

1. Provide a field engineer to obtain representative soil samples from a stockpile or in-situ (Completed);
2. Screen soil samples with a MiniRAE 3000 (or equivalent) photoionizer for the presence of total volatile organic compounds (TVOC) (Completed);
3. Submit twelve (12) soil samples to a laboratory for chemical testing for the presence of TPH, SVOCs, Volatile Organic Compounds (VOCs), total RCRA-8 metals, TCLP lead, Polychlorinated Biphenyls (PCB's), pH, reactivity, conductivity and/or flashpoint/ignitability as required for off-site disposal (Completed);
4. Prepare three (3) profiles for the disposal facilities which will include an opinion letter written by a Licensed Site Professional (LSP), the chemical test data, a sampling location plan, and a table summarizing the chemical test data; and
5. Prepare Bills of Lading and/or Material Shipping Records to record the disposal of the excess excavated material, as required by the MCP and DEP's soil management policies.

The cost of chemical testing charged by the laboratory is predicated upon a turnaround time (TAT) of five (5) business days. The fee for engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any direct expenses (e.g. chemical testing) at cost plus 10 percent.

The lump sum fee to complete the above tasks is **\$23,700**, which includes \$19,200 for the chemical testing and \$4,500 for the additional LSP Profiles. Upon approval, this fee will be added to our Construction Monitoring Services budget increasing the budget from \$108,250 to \$131,950.

Excluded from the above geoenvironmental engineering services are:

1. Notification to the DEP of any release conditions as defined under the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000 that may be encountered during performance of the above referenced scope of work;
2. Compliance reporting required pursuant to the provisions of 310 CMR 40.0000 the MCP; and
3. The costs of any additional laboratory testing beyond the above scope, or based on the results of the above laboratory testing. Addition testing may be required to satisfy the requirements of out-of-state facility criteria.



Jonathan Levi Architects
December 13, 2021
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Terms and Conditions

To authorize us to proceed with the services proposed above, please sign and return the enclosed copy of this letter. Upon receipt of your authorization to proceed, we are prepared to commence work immediately. The soil reuse profile would be available within two weeks after the completion of the field work which includes up to one week for the completion of laboratory analysis as detailed herein.

We appreciate the opportunity to submit this proposal and we look forward to our continued service to Jonathan Levi Architects and the design team for the above referenced project. We trust that the above is sufficient for your present requirements. Should you have any questions, please call us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

A handwritten signature in blue ink that reads 'Nicholas D. Hodge'.

Nicholas D. Hodge

BY _____

A handwritten signature in blue ink that reads 'Joseph G. Lombardo, Jr.'.

Joseph G. Lombardo, Jr., L.S.P.

DATE _____

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NDH/jgl