

TOWN OF BROOKLINE
400 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 10-Oct-24

TO:	William Rawn Associates, Architects, Inc 10 Post Office Square, Suite 1010 Boston MA 02109
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Purchase Order Number
21803108

Vendor Number
53540

PAYABLE AMOUNT
\$9,997.00

BUDGET 17,327,943.00
BALANCE 110,314.18

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C197		6B0045

FOR: Brookline High School Expansion

Amendment	Date	
35	10/7/2024	Construction Administration

AMOUNT
\$9,997.00

BUILDING COMMISSION

APPROVAL OF:

Janet Flermen, Chairman

George Cole

Karen Breslow

Nathan E. Peck

Breake Duskin

SELECT BOARD

APPROVAL OF:

Charles Carey, Town Administrator

Bernard W. Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

Lap Yan
Project Administrator
Town of Brookline Building Department
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

Change order

October 7, 2024

Project Name: Brookline High School Expansion Project

Re: **Contract Amendment #35: Brookline High School Project Closeout Extension**

CC: Sam Lasky

Dear Lap,

The Town of Brookline asked Lambrian to submit all missing as-built documents by October 3, 2024. Our team had continued to support the project 2+ years after the substantial completion date. This proposal is to continue to support the project through closeout. Please see the attached invoices for time and fees spent beyond our agreement with the Town as outlined in Contract Amendment #34.

We submit this amendment proposal per the following sections of our Agreement:

- 7.9.1-h Recommend actions to be taken which may include condemnation or rejection of any work that the Designer determines fails to conform to the Owner-CM at Risk Agreement. (Monetized punch list management)
- 7.10.3 Reviewing and certifying the CM at Risk's Application(s) and Certificate(s) for payment, as necessary.

The attached invoice is for the following tasks performed at the request of the Town of Brookline since a new set of as-built drawings were issued by Lambrian on July 29th

- William Rawn Associates
 - o Review as-built drawings
 - o Project management
 - o Attend remote meeting
 - o Respond to Lambrian phone calls and emails
 - o Review monetized punch list
- GGD Engineering
 - o Review HVAC as-builts (Revision #4)
 - o Electrical as-built closeout
 - o Issue CAD drawings for Lambrian as-builts
 - o Review FP and Plumbing as-builts

Invoice #4 \$5,497.00

Additional Anticipated Closeout: \$4,500 (NTE)*

**If Lambrian's contract is terminated and the final task to closeout the project is to issue final affidavits, this fee can be ignored in this amendment.*

CA #35 Total Fee:

\$9,997

We look forward to continuing to work with the Town of Brookline to bring this project to closure.

Regards,

A handwritten signature in black ink, appearing to read 'AJ' followed by a horizontal line.

Andy Jonic, AIA
Associate Principal
William Rawn Associates, Architects Inc.

Attachments: WRA General Conditions

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 35 _____

WHEREAS, the Town of Brookline _____ ("Owner") and William Rawn Associates, Architects Inc. _____, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the _____ Brookline High School Expansion _____ Project (Purchase Order # 21803108) at the Brookline High _____ School on _____ July 6, 2018 _____
"Contract"; and

WHEREAS, effective as of _____ **October 7, 2024** the Parties wish to amend the Contract:

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 Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, 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:	Original Contract*	After this Amendment:
		Amendment fee: \$9,997.00
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
Total Fee	<u>\$15,832,943.00</u>	<u>\$15,842,940.00</u>

This Amendment is a result of:

1. Project closeout, additional reviews of as-builts, and project management 2 years past the substantial completion date.

3. The Construction Budget shall be as follows:

Original Budget: \$n/a _____

Amended Budget \$n/a _____

4. The Project Schedule shall be as follows:

Original Schedule: \$n/a _____

Amended Schedule \$n/a _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract 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

Andrew Jonic _____
(print name)

Associate Principal _____
(print title)

By



(signature)

Date 10/07/24 _____

William Rawn Associates, Architects Inc.
27 School Street, Second Floor
Boston, MA 02108

October 1, 2024
Project No: 21706.67
Invoice No: 4

Town of Brookline
Mr. Ray Masak, Project Manager
333 Washington Street, 3rd Floor
Brookline, MA 02445

Project 21706.67 Brookline HS - CA#34 Project Close Out

Professional Services from September 1, 2024 to September 30, 2024

Professional Personnel

	Hours	Rate	Amount
Principal			
Jonic, Andrew	15.25	288.00	4,392.00
Totals	15.25		4,392.00
Total Labor			4,392.00

Consultants

Mechanical Consultant			1,005.00
Total Consultants	1.1 times	1,005.00	1,105.50
Total this Invoice			\$5,497.50

Billings to Date

	Current	Prior	Total
Labor	4,392.00	5,000.00	9,392.00
Consultant	1,105.50	0.00	1,105.50
Totals	5,497.50	5,000.00	10,497.50

EMAIL INVOICES:

VOIDED INVOICES:

Project	21706.67	Brookline HS - CA#34 Project Close Out	Invoice	4
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Billing Backup

Wednesday, October 2, 2024

William Rawn Associates, Architects Inc.

Invoice 4 Dated 10/1/2024

11:01:43 AM

Project	21706.67	Brookline HS - CA#34 Project Close Out
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Consultants

Mechanical Consultant

AP 157601	9/30/2024	GGD Consulting Engineers, Inc. / MEP	1,005.00	
Total Consultants			1.1 times	1,005.00
				1,105.50
Total this Project				\$5,497.50
Total this Report				\$5,497.50