



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Deferred Maintenance
NB Kenney Change Order No. 3 (FY 21)

DATE: September 20, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order (CO) for \$18,185. This CO is to replace the A/C unit in room 126 as outlined in the attached Hill memo dated August 5, 2021.

The subject project was approved as part of the High School Project and was designed by Willian Rawn Associates. The contract is underway and is expected to be completed by the end of November 2021.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

TOWN OF BROOKLINE
333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 13-Sep-21

TO:	N B Kenney Company, Inc 68 Barnum Road Devens MA 01434
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Purchase Order Number

21201437

Vendor Number

59874

PAYMENT AMOUNT

\$18,185.00

BUDGET 3,075,000.00
BALANCE 3,300,455.61

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6C0002

FOR: Tappan Gym - Deferred Maintenance

Change Order #	Date	
3	8/24/2021	Replace A/C Unit in Room 226

AMOUNT
\$18,185.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

SELECT BOARD

APPROVAL OF:

Heather Hamilton, Chairman

Raul Fernandez

Bernard Greene

John VanScoyoc

Miriam Aschkenasy

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance

HILL
Hill International

Hill International, Inc.
75 Second Avenue, Suite 300
Needham, MA 02494
Tel: 617-778-0900
Fax: 617-778-0999
www.hillintl.com

September 7, 2021

Mr. Ray Masak, P.E.
Project Manager
Town of Brookline Building Department
333 Washington Street
Brookline, MA 02445

RE: Recommendation to approve NB Kenney Change Order 003

Dear Mr. Masak:

NB Kenney is submitting original copies of Change Order 003 for the Brookline High School Deferred Maintenance Project for acceptance by the Town of Brookline (ToB). Hill and WRA have previously reviewed, negotiated where applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the Lump Sum Contract. This change order is an additional cost funded from Owner' Hard Cost Contingency total **\$18,185.00**.

The PCO is categorized as follows:

- (1) PCO results from owner request for one additional heat pump at room 126.

An itemized summary is following:

PCO#	Description	Current Amount	Reason
4	Add one Heat Pump in Room 126 as outlined in Bulletin # 4	\$18,185.00	Owner Request

Based on the above, Hill recommends to ToB approval of Change Order 003 to NB Kenney lump sum contract.

Very truly yours,



Andy Vo, PMP, CCM, LEED AP, MCPPO
Sr. Project Manager



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: (name and address)

Brookline High School
115 Greenough Street
Brookline, MA 02445

OWNER: (name and address)

Town of Brookline - Represented by
The Brookline Building Commission
333 Washington Street
Brookline, MA 02445

CONTRACT INFORMATION:

Contract For: Deferred Maintenance
Expansion Project

ARCHITECT: (name and address)

William Rawn Associates, Architects, Inc.
10 Post Office Square
Boston, MA 02109

CHANGE ORDER INFORMATION:

Change Order Number: 03
Date: August 23, 2021

CONTRACTOR: (name and address)

N.B. Kenney Company, Inc.
68 Barnum Road
Devens, MA 01434

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Costs associated with adding an additional Heat Pump in Room 126 as outlined in Bulletin # 4

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	<u>3,075,000.00</u>
The net change by previously authorized Change Orders	\$	<u>225,455.61</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	<u>3,300,455.61</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	<u>18,185.00</u>
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	<u>3,318,640.61</u>
The Contract Time will be (increased) (decreased) (unchanged) by		(0) days.
The new date of Substantial Completion will be		Remains Unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WRA Architects, Inc.
ARCHITECT (Firm name)


SIGNATURE

Chris Aubin - Project Architect
PRINTED NAME AND TITLE

2021-08-24
DATE

N.B. Kenney Company, Inc.
CONTRACTOR (Firm name)

Robert W. Dejadon
SIGNATURE

Robert W. Dejadon - Vice President
PRINTED NAME AND TITLE

8/23/2021
DATE

Town of Brookline
OWNER (Firm name)


SIGNATURE

Raymond D. Masak - Project Manager
PRINTED NAME AND TITLE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Change Order Proposal Cost Summary

Job Number: 020-025		Job Name: Brookline High School - Deferred Maintenance	
Proposed Change Order Request No.: PCO-004-R1		Boston Public Schools - Project # 7114	
Description of Change: Cost for additional work shown in Bulletin # 4 - To replace the existing unit in room 226 with a new Trane Split system.			
Exclusions:			
Labor - DESCRIPTION OF COSTS:		LABOR COSTS	
		HOURS	DIRECT BURDEN TOTAL
Engineering		4	\$83.63 \$23.41 \$428.15
Pipefitter - Journeymen	regular rate	38	\$83.63 \$23.41 \$4,067.45
Pipefitter - Foreman	regular rate	4	\$89.92 \$25.17 \$460.35
Pipefitter - Supervisor	regular rate	2	\$92.28 \$25.83 \$236.22
Pipefitter - Journeymen	CREDIT	-7	\$83.63 \$23.41 -\$749.27
Pipefitter - Foreman	CREDIT	-2	\$89.92 \$25.17 -\$230.18
Pipefitter - Supervisor			0.00
Pipefitter - Journeymen			0.00
Pipefitter - Foreman			0.00
Pipefitter - Supervisor			0.00
Trucking			0.00
LABOR TOTAL:			\$4,212.73
Consumables		1.5%	0.00
Material Costs		See attached Detailed Spreadsheet	1,352.94
Equipment Costs		See attached Detailed Spreadsheet	6,851.00
Miscellaneous Costs		Trucking & Delivery:	275.00
MATERIAL & EQUIPMENT SUBTOTAL:			8,478.94
Sales Tax		6.25% (if applicable)	0.00
LABOR TOTAL:			4,212.73
TOTAL RAW COST:			12,691.67
Subcontractors' Costs (See attached detailed breakdown)		Viking Controls:	965.00
		Brothers Electric:	1,731.00
		Viking Insulation:	425.00
Subcontractor Sub-Total			3,121.00
SUMMARY			
N.B. Kenney Direct Costs			12,691.67
NBK Overhead & Profit on Direct Costs @ 15%			1,903.75
Subcontractor Direct Costs			3,121.00
Subcontractor Overhead & Profit on Direct Costs @ 10%			312.10
NBK Overhead & Profit on Subcontractors @ 5%			156.05
Round off to nearest dollar			0.43
TOTAL COSTS			18,185.00
Bond Costs: A Separate invoice will be submitted at the completion of the project.		1.5%	272.77
TOTAL PRICE FOR THIS CHANGE:			\$18,185.00

This PCO labor is based on: <input checked="" type="checkbox"/> YES Straight Time		<input type="checkbox"/> NO Overtime	
Schedule Impact due to Change is: <input type="text" value="0"/> Work Days			

This proposal is based on current market costs and conditions.
If the approval of this change is delayed to a point where changes occur in our costs and/or conditions,
we reserve the right to cancel or modify this change order accordingly.

Submitted By: Robert W. Dejadon	Signature: Robert W. Dejadon	Date: 08/19/21
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Add New Unit to Room 126						
Quantity	Unit	Size	Description	Unit Price	Price	Total Labor
140	Feet	7/8"	Insulated Suction Line Set	\$ 5.59	\$ 782.60	11.62
140	Each	3/8"	pre-charged liquid line	\$ 3.40	\$ 476.00	9.52
6	Each	7/8"	OD Wrot Copper 90 Degree Long Turn Ell	\$ 6.12	\$ 36.72	5.79
6	Each	3/8"	OD Wrot Copper 90 Degree Long Turn Ell	\$ 5.21	\$ 31.26	4.08
6	Each	2"	Suction Line Hangers	\$ 12.65	\$ 75.90	3.00
6	Each	3/8"	Liquid line Hangers	\$ 9.84	\$ 59.04	3.00
1	Each	N/A	Evacuate, charge & start System	\$ 315.00	\$ 315.00	8.00
Subtotal of Add:				\$	1,776.52	45.01
Credit for Original Work Owned						
30	Feet	7/8"	OD ACR Hard Copper Tubing - Nitrogen Charged	\$ (7.39)	\$ (221.70)	-2.49
30	Each	3/8"	OD ACR Hard Copper Tubing - Nitrogen Charged	\$ (5.23)	\$ (156.90)	-2.04
2	Each	2"	Suction Line Hangers	\$ (12.65)	\$ (25.30)	-1.00
2	Each	3/8"	Liquid line Hangers	\$ (9.84)	\$ (19.68)	-1.00
Subtotal of Credits				\$	(423.58)	-6.53
Net Total of adds and credits:				\$	1,352.94	38.48

**TRANE®**

Proposal

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For:
Bob Dejadon**Date:** August 16, 2021**Proposal Number:** A1-174532-1**Job Name:**
Brookline HS Expansion Project F: Deferred Maint**Delivery Terms:**
Freight Allowed and Prepaid - F.O.B. Factory**Payment Terms:**
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - Trane - Mitsubishi Ductless Split (P Series) (Qty: 1)

Item	Tag(s)	Qty	Description
A1	No Tag	1	Trane - Mitsubishi Ductless Split (P Ser

Product Data - Trane - Mitsubishi Ductless Split (P Series)**Item: A1 Qty: 1**

Standard Ship Cycle
 TRUZA0361KA70NA Heat Pump
 TPKA0A0361KA70A Wall Mounted
 1 SS610E Drain Pan Level Sensor/Control
 1 SI30-230 Condensate Pump
 1 TAR-40MAAU
 1 HG-A5 Hail Guard
 1 QSMS2401M 24" Single Fan Stand
 WB-PA4

Corrosion protection salt water coating, if required, is **not included**.

Total Net Price (Excluding Sales Tax)\$ 6,851

Tax Status:	Taxable	<input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
	Exempt	<input checked="" type="checkbox"/>	

This proposal and pricing are based on shipment of all products (not including field labor) by no later than 3rd quarter of 2021 year.

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
_____ Authorized Representative	_____ Submitted By: David Martin
_____ Printed Name	Cell: Office: (978) 737-3900
_____ Title	_____ Authorized Representative
Purchase Order _____	_____ Title
Acceptance Date _____	_____ Signature Date

VIKING INDUSTRIES, INC.

Commercial - Industrial Insulation
P. O. Box 32
BARRINGTON, RHODE ISLAND 02806
(401) 246-1855
(401) 246-1366 FAX

Proposal submitted to: N.B. Kenney Company, Inc.		Phone	Date 8/12/2021
Street		Job Name Brookline High School - Bulletin # 4	
City, State And Zip Code			
Attention: Estimating	Date of Plans	Job Phone	

We are pleased to submit a price for the costs associated with the changes made by Bulletin quantities are based on information received from NBK.

Quantity	Unit	Size	Description	Cost	Total
140	Feet	7/8"x1/2"	Armaflex Insulation	\$ 2.40	\$ 336.00
-30	Feet	7/8"x1/2"	Armaflex Insulation	\$ 2.40	\$ (72.00)
1	Hours	Each	Insulator Foreman	\$ 105.99	\$ 105.99
8	Hours	Each	Insulator	\$ 95.34	\$ 762.72
0	Hours	Each	Insulator Foreman	\$ 105.99	\$ -
-3	Hours	Each	Insulator	\$ 95.34	\$ (286.02)
Net Material Total after Credit					\$ 264.00
Net Labor Total after Credit:					\$ 582.69
Overhead & Profit @ 10%					\$ 84.67
Net Total of This Proposed Change:					\$ 931.36

NOTE: This quote is based on material pricing at time of quote and availability when required. For more information please call. Thank You.

Revised to \$425.00 per
phone conversation on 8/23.

We propose here by to furnish material and labor - complete in accordance with above specifications, for the sum of
*******Nine Hundred & Thirty One*******

Payment to be made as follows:

THIRTY DAYS AFTER BILLING DATE

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Viking Industries, Inc.

Authorized Signature

Douglas N. Carlson, CEO

We do not guarantee against mold growing.

Note: This proposal may be withdrawn by us if not accepted with Seven (7) Days

Bid subject to reasonable terms and conditions pursuant to a written contract between the parties.

If this quote is used by a Contractor or Subcontractor as part of their quote to win a job, Viking Industries Inc. must be Notified in writing of the award within One Working Day so Viking can have time to review the quote and Approve or Withdraw it.

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above

Signature _____

Signature _____

Date of Acceptance: _____



BROTHERS ELECTRICAL CORPORATION

August 11, 2021

RE: Brookline High School - Deferred Maintenance - Bulletin # 4

Mr. Dejadon,

Pursuant to your request the price to disconnect the existing unit in Room 126 and the the associated condenser and then connect the new ACC-5 and HP-5 in the same location is \$ 1,731.00, this includes our O&P at 10% as allowed.

Please contact me with any questions.

Thank You,



Joseph P Bavaro

Senior Estimator, PM, EE.

From: Karl Maseng <Karl.Maseng@vikingcontrols.com>

Sent: Thursday, August 13, 2021 8:23 AM

To: Robert Dejadon <rdejadon@nbkenney.com>

Subject: Deferred Maintenance – Bulletin 4

Bob

As discussed the price for the control work for the proposed unit in room 226 is \$965.00.

Thanks

Karl Maseng

Viking Controls, Inc.

2 Townsend West, Unit 2 | Nashua, NH 03063

Office: (603) 881-4830 ext. 162

Cell: (603) 860-5987

karl.maseng@vikingcontrols.com



WILLIAM RAWN ASSOCIATES
Architects, Inc.
10 Post Office Square, Suite 1010
Boston, MA 02109 617.423.3470

PROJECT F – DEFERRED MAINTENANCE

Field Bulletin 004

RFI-008 – Rooms 123, 126 Unit Clarifications

Date: 07/27/2021

To: NB Kenney Company Inc
68 Barnum Rd
Devens, MA 01434
Attn: Robert Dejadon

Project: Brookline High School Expansion Project
Project F
Brookline, MA 02445
WRA Project #: 21706

CC: X Owner
X Hill International
X Contractor

X Field
X Other: Consultants

The Contractor shall proceed as directed by the appropriate action indicated below:

☐ **ARCHITECT'S SUPPLEMENTAL INFORMATION [ASI]**

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

☒ **WORK CHANGE PROPOSAL REQUEST [PR]**

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within (14) fourteen days, or notify the Architect in writing of the date on which you anticipate submitting your proposal. This is not a Change Order, a Construction Change Directive or a direction to proceed with the Work described in the proposed modifications.

☐ **CONSTRUCTION CHANGE DIRECTIVE [CCD]**

You are hereby directed to make the change(s) in the Contract identified in accordance with the Description and Attachments listed below. Submit an itemized estimate for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit estimate within (14) fourteen days, or notify the Architect in writing of the date on which you anticipate submitting your estimate. Changes to Contract Time and Contract Sum shall be reviewed by the Owner for approval.

DESCRIPTION

- Please provide pricing for the removal and replacement of an existing wall-mounted heat pump in Room 126 of the Main High School and associated exterior pad-mounted ACC unit. Submit pricing for review with the Town of Brookline prior to proceeding with the additional work.

ATTACHMENTS

M2-02-F - Main Building Part Plans
M5-01-F – Mechanical Schedules
E2-02-F - Main Building First Floor Part Plans

When authorized by the Owner and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD) and the Contractor shall incorporate into the work.

William Rawn Associates, Architects, Inc.
10 Post Office Square, Suite 1010, Boston, MA 02109

Town of Brookline (or Hill International, on behalf of Town of Brookline)
Brookline, Massachusetts 02445

C Aubin 2021-07-27

Project Manager Date

Project Manager Date



VMA PROJECT # 21795
TOWN OF BROOKLINE
BROOKLINE HIGH SCHOOL
EXPANSION
BROOKLINE, MA 02445

**PROJECT F:
DEFERRED MAINTENANCE**

ARCHITECT: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
MECHANICAL ENGINEER: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
ELECTRICAL ENGINEER: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
PLUMBING ENGINEER: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
HVAC ENGINEER: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
COST ESTIMATOR: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
PROJECT MANAGER: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
GENERAL CONTRACTOR: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
MECHANICAL CONTRACTOR: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
ELECTRICAL CONTRACTOR: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
PLUMBING CONTRACTOR: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567
HVAC CONTRACTOR: MCM MECHANICAL CONTRACTORS, INC. (MCM) 123-4567

**CONSTRUCTION
DOCUMENT SET**

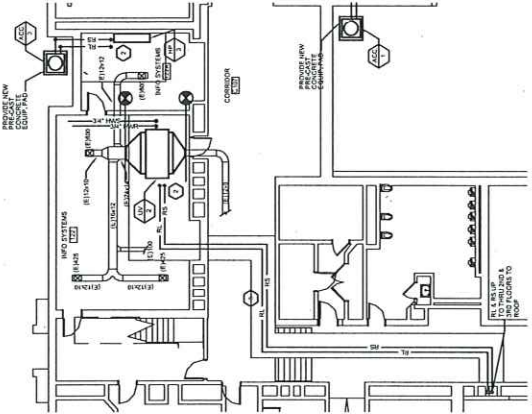
NO.	DESCRIPTION	DATE
1	REVISIONS	12/12/2012
2	REVISIONS	12/12/2012
3	REVISIONS	12/12/2012
4	REVISIONS	12/12/2012
5	REVISIONS	12/12/2012
6	REVISIONS	12/12/2012

NEW PLAN

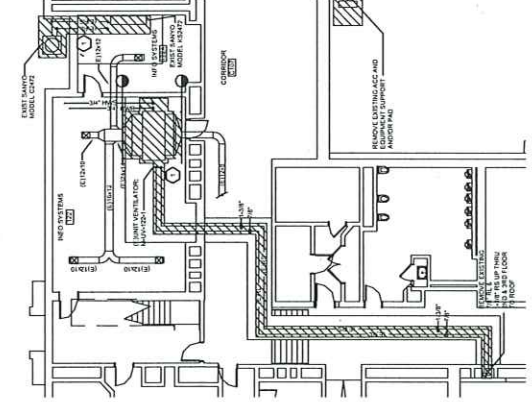
**MAIN BUILDING
PART PLANS**

DRAWN BY: GAB
CHECKED BY: RBS
SCALE: AS NOTED
DATE: 12/12/2012
DRAWING NUMBER: M2-02-F

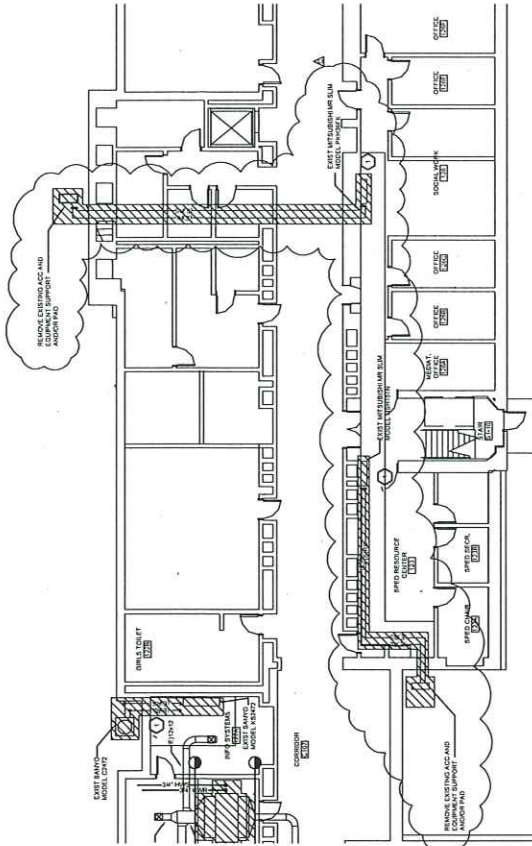
M2-02-F



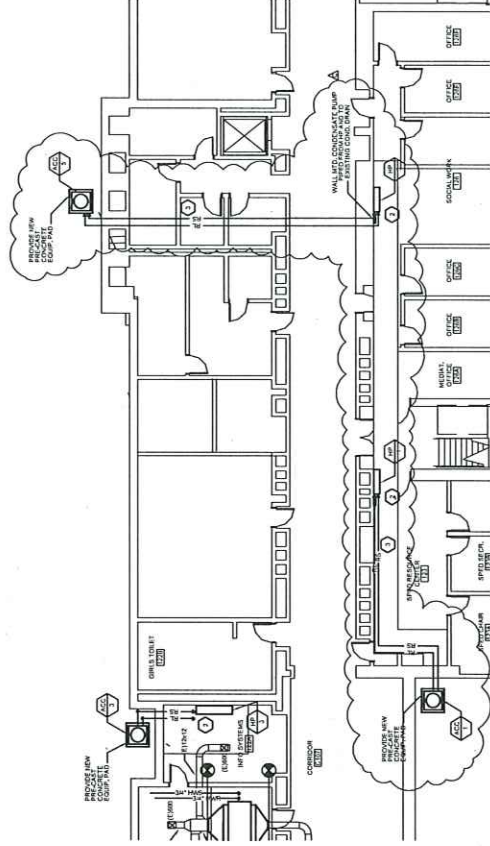
2 FIRST FLOOR MECHANICAL NEW WORK PART PLAN
SCALE: 1/8" = 1'-0"



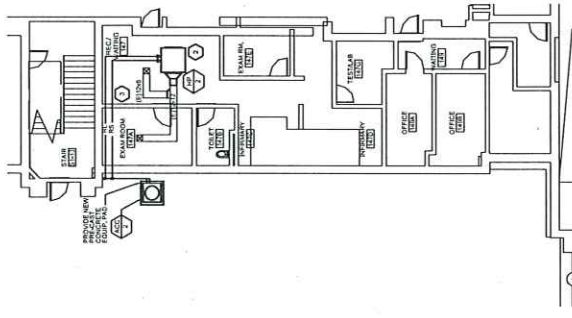
1 FIRST FLOOR MECHANICAL DEMOLITION PART PLAN
SCALE: 1/8" = 1'-0"



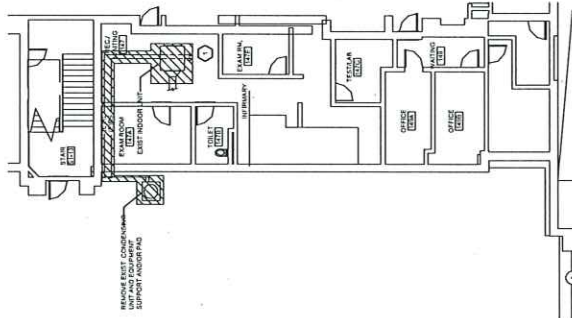
3 FIRST FLOOR MECHANICAL DEMOLITION PART PLAN
SCALE: 1/8" = 1'-0"



4 FIRST FLOOR MECHANICAL NEW WORK PART PLAN
SCALE: 1/8" = 1'-0"



6 FIRST FLOOR MECHANICAL NEW WORK PART PLAN
SCALE: 1/8" = 1'-0"



5 FIRST FLOOR MECHANICAL DEMOLITION PART PLAN
SCALE: 1/8" = 1'-0"

DRAWING NOTES:

- REMOVE EXISTING MECHANICAL EQUIPMENT AND ASSOCIATED DUCTWORK AND REFRIGERANT PIPING TO THE LIMITS SHOWN. DISCONNECT AND WORK TO THE LIMITS SHOWN. REMOVE EXISTING MECHANICAL EQUIPMENT AND ASSOCIATED DUCTWORK AND REFRIGERANT PIPING TO THE LIMITS SHOWN. DISCONNECT AND WORK TO THE LIMITS SHOWN.
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