

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 13-May-24

TO: BR + A Consulting Engineers
10 Guest Street, 4th Floor
Boston MA 02135

Purchase Order Number

21201052

Vendor Number

59771

PAYMENT AMOUNT

\$19,800.00

BUDGET 129,500.00
BALANCE \$96,815.00

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C210		524008

FOR: Driscoll School Renovation

Contract Amendment

Date

2

5/14/2024

Building Envelope Monitoring and Testing

AMOUNT

\$19,800.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cyle

Karen Breslawski

Nathan E. Peck

Brooke Duskin

BOARD OF SELECTMEN

APPROVAL OF:

Charles Carey, Town Administrator

Bernard Greene, Chairman

Michael Sandman

John VanScoyoc

Miriam Aschkenasy

Paul Warren

SCHOOL COMMITTEE

APPROVAL OF:

Deputy Superintendent For Administration and Finance

CONTRACT FOR COMMISSIONING SERVICES
AMENDMENT NO. 2

WHEREAS, the TOWN OF BROOKLINE ("Owner") and BR+A CONSULTING ENGINEERS (the "Commissioning Agent" or "CxA") (collectively, the "Parties") entered into a Contract on November 10, 2020, ("Contract") for Commissioning Services for the New Construction of the Michael Driscoll Elementary School and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Proposal for Additional Building Envelope Commissioning Services for key monitoring and testing of installations of windows, roofs and facades. The cost of these services is \$19,800.00 and is based on the attached Proposal from BR+A, dated February 5, 2024. Gilbane will be providing a credit for (\$19,800.00) to offset these costs; and

WHEREAS, Contract Amendment No. 1 was approved on April 12, 2022, and

WHEREAS, effective as of May 14, 2024, 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. 2 for the total value of \$19,800.00. This Amendment is based on the attached BR+A's Proposal, dated February 5, 2024, and their Consultant's, Building Enclosure Associates Proposal, dated February 5, 2024 for \$18,000.00 and BR+A's 10% administrative costs for \$1,800.00. The Commissioning Agent 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 by the Commissioning Agent shall be compensated by the Owner for the following Basic Services:

Fee for Basic Services	Original Contract	All
Commissioning Services	\$ 129,500	500
Amendment #1	\$ 0	,735
Amendment #2	\$ 0	,800
Total Fee	\$ 129,500	\$ 20,735
		\$ 19,800
		\$ 170,035

This Amendment is required for additional Building Envelope Commissioning Services for monitoring and testing the installation of windows, roofs and building facades for quality and performance.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 93,823,333</u>
Amended Budget	<u>\$101,109,252</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	_____

Phase 1 – New Building, Roadways and Sidewalk Work

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

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 Authority, and the Commissioning Agent have caused this Amendment to be executed by their respective authorized officers.

OWNER:**COMMISSIONING AGENT:**_____
(print name)_____
(print name)_____
(print title)_____
(print title)By: _____
(signature)By: _____
(signature)

Date: _____

Date: _____

BR+A CONSULTING ENGINEERS
10 Guest Street, 4th Floor
Boston, MA 02135
617.254.0016
brplusa.com

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February 5, 2024

Lynn Stapleton
Left Field Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

RE: Additional Commissioning Services Request -2
Driscoll School, Brookline MA



Dear Lynn,

Attached please find the revised proposal from Building Enclosure Associated (BEA) to be performed as a subconsultant to BR+A for building enclosure commissioning services. BEA has been requested to provide additional time for inspections and witnessing the building testing during the end of construction. This fee outlined below in the fee section of this letter is to show the increase in fee from the base scope of work contract.

Fee

The services associated with this proposal are to be a lump sum basis as extra services, plus the 10% standard markup.

Additional Building Enclosure Services -2	\$18,000
<u>10% Markup</u>	<u>\$1,800</u>
Total	\$19,800

We appreciate the opportunity to be of service to you. We are available to discuss our scope of work and proposal at your convenience. Should you have any questions or comments, please feel free to contact us.

Very truly yours,

BR+A CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read 'Vincent J. Ventosi', written over a horizontal line.

Vincent J. Ventosi, CCP, CEM
Associate Principal
Building Commissioning Manager



February 5, 2024

Vincent Ventosi
BR+A Consulting Engineers
10 Guest Street, 4th Floor
Boston, MA 02135

RE: **Change Order Request # 1 - Additional Services**
Driscoll School
Brookline, MA
File No. 32392

Dear Vinny:

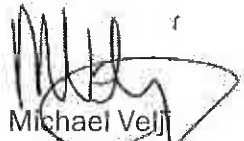
We are requesting a Change Order for the following Additional Field Testing Services rendered on the project due to failures and/or increased testing required due to the failures.

Task	Fee
Original Agreement including 9 test days	\$81,100.00
Change Order #1, Additional Field Testing, 6 Days @ \$3,000/Day	\$18,000.00
Revised Contract Sum	\$99,100.00
Invoiced To Date (Through 9/30/2023)	\$86,200.00
Contract Balance To Be Invoiced	\$12,900.00

The terms of the Agreement for SubConsulting Services for this project remain unchanged.

We trust that this Change Order Request meets your requirements. Please do not hesitate to call if you have any questions.

Yours very truly,
Building Enclosure Associates, LLC


Michael Velj
Principal-In-Charge

Accepted By:

Date: _____