

TOWN OF BROOKLINE
332 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 05-Apr-24

TO:	William Rawn Associates, Architects, Inc 10 Post Office Square, Suite 1010 Boston MA 02109
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Purchase Order Number	21803108
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Vendor Number	53540
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POYMENT AMOUNT	\$5,000.00
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BUDGET 17,327,943.00
BALANCE 100,317.18

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C197		6H0045

FOR: Brookline High School Expansion

Approved	Date	
34	4/1/2024	Construction Administration

AMOUNT
\$5,000.00

BUILDING COMMISSION

APPROVAL OF:

Janet Florman, Chairman

George Cole

Karen Breslawski

Nathan E. Peck

Brooke 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

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 34_____

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 April 1, 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: \$5,000
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
Total Fee	<u>\$15,827,943.00</u>	<u>\$15,832,943.00</u>

This Amendment is a result of:

1. Project closeout, punchlist, site visits beyond the 60 day period after substantial completion

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

~~March 4, 2024~~

Revised: 4/1/24

Project Name: Brookline High School Expansion Project

Re: Contract Amendment #34: Brookline High School Project Closeout

CC: Sam Lasky

Dear Lap,

As a follow-up to our discussion about the Brookline High School 3rd Floor and Quad Renovation project, we have exceeded the NTE allowance approved by the Town of Brookline in Contract Amendment #32 for additional punch list management and site visits. The substantial completion date for this project was August 26, 2022. We have continued to provide Construction Administration services for 375 business days after the substantial completion date. Per Article 8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.9.1 d, e, f, g, h, i, and 7.10.3.

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

7.9.1-d Additional site visits (Additional back punch site visits)

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.

We proposed working on an hourly basis until the project is Lambrian closes out the project. Hourly rates will be based on WRA's General Conditions for 2024 (attached).

WRA Monthly NTE Allowance: 1 months @ \$5,000 / month

CA #34 Total Fee: \$5,000

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

Regards,



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

Attachments: WRA General Conditions

RESPONSIBILITY OF CLIENT - Client will furnish to WRA all boundary and survey information, soils and geotechnical reports, other consultants' studies and drawings, and any other relevant information pertinent to the proper development of their Work for the Project. WRA shall be entitled to rely upon the accuracy and completeness of such information furnished by the Client or their Consultants, and WRA shall not be responsible or liable to the Client for the consequences of any error or omission in the information.

OWNERSHIP OF DOCUMENTS - Original Models, Drawings and Specifications prepared by WRA as instruments of service are and shall remain the property of WRA whether the Project for which they are made is executed or not. Client may request and obtain copies of original documents at the cost of reproduction. They may only be used on other projects or extensions to this Project by agreement in writing with WRA.

Estimates of Probable Construction Cost - Estimates of Probable Construction Cost, if prepared by WRA, represent their best judgment as design professionals familiar with the construction industry. However, as WRA has no control over the cost of labor and materials, competitive bidding practices, or market conditions, WRA makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the WRA's estimate of probable construction cost.

PROFESSIONAL LIABILITY - WRA will furnish the Client professional advice in connection with the Work covered by this Agreement. They will use reasonable care and diligence in this professional work, and will use their best judgment for the accomplishment of the aim stated. Client agrees to look solely to the amount available under WRA's Professional Liability Insurance Policy (\$5,000,000) to protect against errors or omissions in connection with WRA's duties under this agreement. WRA shall have no liability, direct or indirect, to the Client for any alleged errors, omissions, or other claims except to the extent provided by said insurance in force at the time of claim. If the Client should require a higher limit to WRA's Insurance Coverage, he may pay for the additional premium and WRA will adjust the terms of their policy.

TERMINATION OF AGREEMENT - This agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of WRA, they shall be compensated for all the services performed to termination date, together with Reimbursable Expenses then due and all expenses directly attributable to termination for which WRA is not otherwise compensated.

MEDIATION - If a dispute arises out of or relates to this contract or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration. If a party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issue in dispute.

HAZARDOUS MATERIAL - The Client recognizes that WRA does not carry any insurance which covers acts or omissions relating to (a) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, or (b) pollutants, hazardous wastes, hazardous materials, contaminants, or the dispersal, discharge, leakage, use, detection, removal, containment, or treatment thereof. (The materials and activities listed in the foregoing