

# TOWN OF BROOKLINE

*Massachusetts*

## DEPARTMENT OF PUBLIC WORKS

*Erin Chute Gallentine*  
Commissioner

### Memorandum

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To: Building Commission  
From: Erin Chute Gallentine - Commissioner of Public Works  
Alexandra Vecchio, Director of Parks and Open Space  
Date: February 27, 2023  
Re: Amendment No. 1 for work by Weston and Sampson  
Cc: Rob King, Director of Engineering

For your meeting on March 14, 2023, I respectfully submit for your approval, a request to increase the contract with Weston and Sampson Engineers, Inc. in conjunction with Contract No. PW/20-15, Cypress Street Playground for an amount of \$15,000. Weston and Sampson previously entered into a contract totaling \$96,000 with the Town of Brookline for construction administration at Cypress Street Playground and Athletic Field.

As you all know, the Cypress Playground project was delayed at the beginning of construction due to the Covid-19 pandemic. Once construction was underway in late Spring of 2021, there were material and labor shortages that caused further delays for the contractor and sub-contractors. The project was originally slated to be completed in the Spring of 2022 but was not sustainably completed and opened back up for public use until October 2022.

While the park is open today, there are a number of items that remain on the punch list to be completed once the weather permits this spring. The most substantial items on the punch list include painting the basketball court, starting the splash pad, replacement of plant material, and touch up paint work on site railings. These remaining punch list items will require the oversight and approval by the project Landscape Architect from Weston and Sampson. Due to all of these delays in the project construction schedule, material and labor shortages, additional construction administration time is needed, valued at \$15,000.

The Department of Public Works respectfully recommends the Building Commission award and execute this extra work order in the amount of \$15,000 with Weston and Sampson Engineers, Inc.

Thank you for your time and consideration in regards to this project.

AMENDMENT NO. 1  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BY AND BETWEEN

Town of Brookline  
AND  
WESTON & SAMPSON ENGINEERS, INC.  
FOR

Cypress Street Playground and Athletic Field Improvements

The AGREEMENT for Cypress Street Playground and Athletic Field Improvements made on the February 8, 2023 by and between the Town of Brookline acting through its Department of Public Works – Parks and Open Space Division, hereinafter called the OWNER, and Weston & Sampson Engineers, Inc., with offices at 85 Devonshire Street, Floor 3, Boston, Massachusetts, 02109, hereinafter called the ENGINEER is hereby amended in accordance with the provisions of said AGREEMENT.

This amendment is issued to incorporate the following changes:

ARTICLE 4 - TIME OF PROJECT

- A. Delete subsection 4.1 and replace it with the following subsection 4.1:

The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting January 2021 and concluding **May 2023**.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- A. Delete subsection 5.1 and replace it with the following subsection 5.1:

For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER up to, but not to exceed the sum of up to **\$111,000** which shall include labor and expenses. Compensation shall be payable monthly, as earned, and shall be in accordance with the scope of services identified in Article 2. Labor costs for staff shall be calculated using a multiplier of 3.05 times a respective staff persons actual direct hourly rate.

This is an increase of the existing not-to-exceed fee of \$96,000 by **\$15,000** total.

ARTICLE 14 – NOTICES

Delete ARTICLE 14 and replace it with the following ARTICLE 14:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address that appears below, and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices shall be provided to:

Owner: Town of Brookline  
Inc.

Name: Erin Chute Gallentine

Title: Commissioner of Public Works

Address:

333 Washington Street

4<sup>th</sup> Floor

Brookline, MA 02445

Engineer: Weston & Sampson Engineers,

Name: Brandon Kunkel

Title: Practice Leader

Address:

85 Devonshire Street

3<sup>rd</sup> Floor

Boston, MA 02109

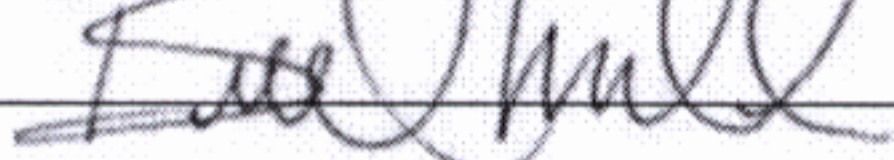
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR THE TOWN

OF BROOKLINE, MA

WESTON & SAMPSON ENGINEERS, INC.

By Its SELECTBOARD

By: 

SCHOOL COMMITTEE

\_\_\_\_\_

BUILDING COMMISSION

February 8, 2023  
DATE

Signature Page Attached  
DATE

This agreement is entered into as of the day and year first written above.

APPROVAL OF OWNER

SELECTBOARD

Date: \_\_\_\_\_

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BUILDING COMMISSION

Date: \_\_\_\_\_

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SCHOOL COMMITTEE

Date: \_\_\_\_\_

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CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that, in accordance with Mass Gen Laws CH. 44 paragraph 31 C, that an appropriation in the amount of the Contract Sum has been made and is available for compensation to the Engineer for the work described by the terms of this AGREEMENT.

By:   
OWNER Comptroller

Date: 3-8-23

By:   
OWNER Director of Purchasing

Date: 3/8/23

APPROVED AS TO FORM:

By:   
OWNER Counsel

Date: 3/1/23

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number #046-001-102