



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: Brookline High School- Amendment 6
OPM Services (FY 19)

DATE: February 17, 2021

On the Calendar this week, the Building Department is requesting the approval of an amendment for OPM services for the subject project in the amount of \$161,910.

The appropriation for this amendment was approved by Town Meeting as part of the overall CIP for FY19. The Town's onsite representative monitoring the contractor's onsite activities had to take an immediate leave of absence and his return is uncertain. The Hill amendment provides for these onsite services to continue on a temporary basis (Feb through the end of July) until the Town employee returns.

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

HILL
Hill International

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

February 3, 2021

Mr. Raymond Masak, P.E.
Project Manager
Town of Brookline
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

Re: *Brookline High School Project*
Hill International, Inc. – Amendment No. 6

Dear Ray:

As you know, previous Amendment #5 was approved for Site Representative services thru January, 2021. As discussed prior to and during the Brookline Building Commission on January 12, 2021, we have attached the new Amendment to further extend the duration of Hill's Site Representative services from February thru the end of July, 2021.

Please do not hesitate to let me know if you have any questions.

Very Truly Yours,



Andy Felix
Project Director

attachments
cc: file: A4-01

ATTACHMENT B

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 6

WHEREAS, the Town of Brookline ("Owner") and Hill International, Inc., (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for Project Management Services for the Brookline High School Addition and Renovation Project at 115 Greenough Street and 111 Cypress Street, Brookline, MA (the "Contract"); and

WHEREAS, effective as of February 3, 2021, 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 the Owner's Project Manager to perform services described in The Scope of Services described in previous Amendment #5/Exhibit A, and the Workplan attached as Exhibit B, 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 Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract thru Amendment #4	Amendment #5	Current Contract Total
Schematic Design Phase	\$ 239,994.00		\$ 239,994.00
Design Development Phase	\$ 414,000.00		\$ 414,000.00
Construction Document Phase	\$ 460,000.00		\$ 460,000.00
Bidding Phase	\$ 209,000.00		\$ 209,000.00
Construction Phase	\$ 1,380,128.00	\$161,910.00	\$ 1,542,038.00
Completion Phase	\$ 125,000.00		\$ 125,000.00
Total Fee	\$2,828,122.00	\$161,910.00	\$2,990,032.00

This Amendment is a result of: Brookline's request for extending the duration of supplemental Site Representative support services for a limited period as outlined in Exhibit B. _____

3. The Construction Budget shall be as follows:

Original Budget: \$137,600,000.00 _____

Amended Budget \$137,600,000.00 _____

4. The Project Schedule shall be as follows:

Original Schedule: Substantial Completion 8/30/21 _____

Amended Schedule Substantial Completion 8/30/21 (revised schedule to be addressed in a separate forthcoming Amendment) _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. The Owner's Project Manager will be working in a supporting role to the Town of Brookline to the limit of the fees and effort contained in the attached EXHIBIT B. Scope not included in this amendment remains the responsibility of the Owner.

6. Should the Owner require more services, such matters will be handled under Article 9 of the Agreement.
7. Owner's Project Manager may adjust hours in EXHIBIT B to accommodate the Owner.
8. 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 and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____
(signature)

Date _____

OWNER'S PROJECT MANAGER

Dominick Fickeria
(print name)

Senior Vice President
(print title)

By _____
(signature)

Date _____

Hill International

2021													
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
												Projected Hours	
Principal	0	0	0	0	0	0	0	0	0	0	0	200	\$ -
Project Director	10	10	10	10	10	10	0	0	0	0	0	60	\$ 11,400
Sr. Project Manager	0	0	0	0	0	0	0	0	0	0	0	178	\$ -
Site Manager	173	173	173	173	173	173	0	0	0	0	0	1038	\$ 150,510
Project Manager	0	0	0	0	0	0	0	0	0	0	0	150	\$ -
Subtotal:	183	183	183	183	183	183	0	0	0	0	0	915	\$ 161,910
FTE	1.08	1.08	1.08	1.08	1.08	1.08	0.00	0.00	0.00	0.00	0.00		
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Principal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Project Director	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$0	\$0	\$0	\$0	\$0		
Sr. Project Manager	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Site Manager	\$25,085	\$25,085	\$25,085	\$25,085	\$25,085	\$25,085	\$0	\$0	\$0	\$0	\$0		
Project Manager	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL:	\$26,985	\$26,985	\$26,985	\$26,985	\$26,985	\$26,985	\$0	\$0	\$0	\$0	\$0	Projected	\$161,910

pursuant to MA DOR borrowing authorization,
ToB proceeding with releasing Contracts/POs:

<u>Item</u>	<u>Company</u>	<u>Contract/PO Amount</u>
Deferred Maintenance	N.B. Kenney Co. Inc.	\$3,075,000
3 rd Floor & Tappan Gym Reno	CTA Construction Managers, LLC	\$7,821,340 (includes Bid Alt #1)
Cypress Playground	Heimlich Landscape/Const	\$5,263,523
Cypress Playground - CA	Weston & Sampson – Construction Admin. Services	\$96,000
Furniture, Fixtures and Equipment	various vendors (W.B. Mason, direct science equipment purchases by Science Dept., etc.)	\$3,100,000 (not-to- exceed budget)
Security	Lan-Tel	\$181,167.97
Technology	various ToB procured vendors	\$1,500,000 (not-to- exceed budget)
A/E	WRA Amendment #20 – Schedule extension beyond original schedule in Amendment #1	\$588,751
OPM	Hill Amendment #6 – extend Site Representative Services thru July, 2021	\$161,910
OPM	Hill (future) Amendments: reconcile MBTA-related tasks; managing (2) additional contractors; services extension (if required); some projected costs were already included within Warrant Article.	TBD and negotiated w/ToB
A/E	WRA (future) Amendments: managing (2) additional contractors; some projected costs were already included within Warrant Article.	TBD and negotiated w/ToB

ATTACHMENT B

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 6

WHEREAS, the Town of Brookline ("Owner") and Hill International, Inc., (the "Owner's Project Manager") (collectively, the "Parties") entered into a Contract for Project Management Services for the Brookline High School Addition and Renovation Project at 115 Greenough Street and 111 Cypress Street, Brookline, MA (the "Contract"); and

WHEREAS, effective as of February 3, 2021, 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 the Owner's Project Manager to perform services described in The Scope of Services described in previous Amendment #5/Exhibit A, and the Workplan attached as Exhibit B, 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 Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract thru Amendment #4	Amendment #5	Current Contract Total
Schematic Design Phase	<u>\$ 239,994.00</u>	<u> </u>	<u>\$ 239,994.00</u>
Design Development Phase	<u>\$ 414,000.00</u>	<u> </u>	<u>\$ 414,000.00</u>
Construction Document Phase	<u>\$ 460,000.00</u>	<u> </u>	<u>\$ 460,000.00</u>
Bidding Phase	<u>\$ 209,000.00</u>	<u> </u>	<u>\$ 209,000.00</u>
Construction Phase	<u>\$ 1,380,128.00</u>	<u>\$161,910.00</u>	<u>\$ 1,542,038.00</u>
Completion Phase	<u>\$ 125,000.00</u>	<u> </u>	<u>\$ 125,000.00</u>
Total Fee	<u>\$2,828,122.00</u>	<u>\$161,910.00</u>	<u>\$2,990,032.00</u>

This Amendment is a result of: Brookline's request for extending the duration of supplemental Site Representative support services for a limited period as outlined in Exhibit B. _____

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$137,600,000.00</u>
Amended Budget	<u>\$137,600,000.00</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Substantial Completion 8/30/21</u>
Amended Schedule	<u>Substantial Completion 8/30/21 (revised schedule to be addressed in a separate forthcoming Amendment)</u>

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. The Owner's Project Manager will be working in a supporting role to the Town of Brookline to the limit of the fees and effort contained in the attached EXHIBIT B. Scope not included in this amendment remains the responsibility of the Owner.

6. Should the Owner require more services, such matters will be handled under Article 9 of the Agreement.
7. Owner's Project Manager may adjust hours in EXHIBIT B to accommodate the Owner.
8. 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 and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)

(print title)

By _____
(signature)

Date _____

OWNER'S PROJECT MANAGER

Dominick Fickeria
(print name)

Senior Vice President
(print title)

By _____
(signature)

Date 2/5/21

三三三三

Hill International

[illegible]