



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 7
Hill OPM Services (FY 19)

DATE: April 12, 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 \$312,939.

The appropriation for this amendment was approved by Town Meeting as part of the overall CIP for FY19. The Hill amendment provides for additional CA services to continue through December 2021. These additional services were part of the warrant article discussion.

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: 12-Apr-21

TO:	Hill International 330 Congress Street Boston MA 02210
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Purchase Order Number
21803106

Vendor Number
53484

PAYMENT AMOUNT
\$312,939.00

BUDGET \$2,704,224.00
BALANCE \$5,209,399.30

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT
		2594C204		524004

FOR: Brookline High School Expansion - OPM

Amendment	Date	
7	3/4/2021	Additional CA Services through December 2021

AMOUNT
\$312,939.00

BUILDING COMMISSION

APPROVAL OF

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

SELECT BOARD

APPROVAL OF

Bernard W. Greene, Chairman

Nancy S. Heller

Heather Hamilton

Raul Fernandez

John VanScoyoc

SCHOOL COMMITTEE

Mary Ellen Normen, Assistant Superintendent For Administration and Finance



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

March 4, 2021

Revised April 7, 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. 7

Dear Ray:

We are submitting this Amendment Request #7 to increase and extend our basic support services to the Town of Brookline (ToB). The reasons for this request are explained below.

Background: We attached a summary work plan that recaps Hill's services since start of the project in 2017 thru February 2021. This work plan shows that our actual average full time equivalent staff (FTEs) and manhours are fairly close to what was estimated in Amendments #1, #5 & #6 cumulatively. That is because we have judiciously managed our time on the project, yet still providing ToB with more services in some cases than what was defined and approved in Amendment #1. This Amendment #7 request of **\$312,939** is the net difference between current contract balance and the forecasted remaining services through February 2022, beyond the timeline established in previous Amendment #1. The approved Warrant Article #2 budget increase request at the Fall 2020 Special Town Meeting and subsequent authorization by MA DOR, includes an anticipated value for Hill's extended services.

Reasons for this Amendment #7 request include:

- Approved Amendment #1 had a budget only for Hill's MBTA Pre-Con services thru June 2019; it did *not* include a budget to continue our services into Design Development through closeout phase for the MBTA OCS/Enabling and Station project. On August 8, 2019, Hill submitted an Amendment Request #3 for proposed staffing increase/adjustments, which had included a budget for extending Hill's MBTA-related services thru construction and closeout. That Amendment #3 was presented to the Building Commission on August 13, 2019, but approval was put on hold/deferred until further review of the request in relation to the overall budget needs. As we subsequently notified ToB in an August 29, 2019 email, we have continued to support ToB with overseeing the MBTA construction phase, anticipating to have a follow-up resolution to the original request. This Amendment #7 requests reconciliation for actual time spent providing the additional MBTA-related services to the Town since June 2019 and continues it through Skanska's latest projected Station completion by December 2021. Skanska's current schedule projects that the MBTA/UAB parking lot construction

HILL
Hill International

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extends into Q1/Q2 of 2022. As discussed, at this time our workplan does *not* include hours to support ToB beyond February 2022. We can revisit progress by Fall 2021 and re-review ToB's support needs, if necessary, from Hill further into 2022. As you are aware, we have received incremental MBTA commitments for diversions in 2021. Because of the on-going uncertainty of MBTA access/support for rest of 2021 (as noted in the March 31, 2021 ToB letter to the MBTA) and the risks it poses to the execution of the Station project, we will want to revisit this work plan and present a future Amendment request if project requirements change drastically versus time commitment assumptions in this Amendment #7 work plan.

- Similarly referenced in WRA's Contract Amendment #20 and Hill's recommendation letter dated February 4, 2021, the timeline for STEM completion has extended by over seven months in duration and 22 Tappan Street has extended over 4 months, compared to timeline in previous Amendment #1.
- Two separate General Contractors were hired to complete Tappan Gym/3rd Floor Renovations and Deferred Maintenance. This will require some Hill staff attending separate weekly project, cost and other meetings related to those sub-projects, beyond what we have already been attending for Skanska. This will also require multiple sets of cost management data that will need to be properly tracked in the overall Total Project Budget/Cost report.
- We have not included extending Site Representative support beyond July 2021 as previously approved in Amendment #6. Should ToB require extended field representation, that will be addressed in a future Amendment.

If approved, this Amendment #7 results in an overall OPM contract value that equals 2.02% of the revised Construction Value for the project. By comparison, other K-12 school projects are managed for higher percentages of construction value. MSBA-funded projects typically budget up to 3.5% for OPM Fees. We believe the 2.02% value is the result of the collaborative approach with and complements ToB's efforts and work as a team efficiently. With this Amendment #7 request, that collaboration continues to best serve the ToB's needs as we head into the closing phases of this exciting project. Please let me know if you have any questions. We look forward to continuing our service to the ToB.

Very Truly Yours,



Andy Felix
Project Director

attachments

cc: file: A4-01
Amendment #7 form and Work plan

ATTACHMENT B

CONTRACT FOR PROJECT MANAGEMENT SERVICES

AMENDMENT NO. 7

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 April 7, 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 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 #6	Amendment #7	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>\$ 1,542,038.00</u>	<u>\$312,939.00</u>	<u>\$ 1,854,977.00</u>
Completion Phase	<u>\$ 125,000.00</u>	<u> </u>	<u>\$ 125,000.00</u>
Total Fee	<u>\$2,990,032.00</u>	<u>\$312,939.00</u>	<u>\$3,302,971.00</u>

This Amendment is a result of: including MBTA project-related fees/services thru closeout (beyond only MBTA Preconstruction services included in prior Amendment #1); overseeing and managing (2) additional General Contractors; and overall extended services due to STEM and 22 Tappan Building schedule durations that differ from timeline established in prior Amendment #1. _____

3. The Construction Budget shall be as follows:

Original Budget:	\$137,600,000.00 _____
Amended Budget	\$163,528,691.00 _____

4. The Project Schedule shall be as follows:

Original Schedule:	Substantial Completion 8/30/21 _____
Amended Schedule	Substantial Completion 11/15/21 (subject to change, depending on MBTA support) _____

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 _____

Project Workplan

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INVOICED thru Feb. 21		\$2,499,622	
Projected Invoices		\$803,349	
Contract value thru Amend #6		\$3,302,971	
AMENDMENT REQUEST		\$2,990,032	
RECAP SERVICES TO DATE		\$312,939	
Est'd Total hours thru Feb. 21		13,443	
ACTUAL Total hours thru Feb. 21		13,640	
VARIATION		197	

