



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – MBTA Capital Delivery Force Account
Additional Funding: Construction Diversions

DATE: December 12, 2019

On the Calendar this week, the Building Department has submitted a request to provide additional funding for the Capital Delivery force account related to MBTA construction diversions associated with the MBTA station and the new 111 Cypress building. As part of the force account agreement, the Town is required to fund the account for construction diversion necessary to perform the work. The funding request is for five (5) diversions budgeted for 1, 119,463.40.

The Building Department will be available on Tuesday evening 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: 10-Dec-19

TO: Capital Delivery Department
Massachusetts Bay Transportation Authority
Ten Park Plaza, Suite 5170
Boston MA 02116
Attn: Beth Larkin, Assistant General Manager

Purchase Order Number

21910164

1794

BUDGET 706,353.37
BALANCE 1,825,816.77

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6B0136

PAYMENT AMOUNT

\$1,119,463.40

FOR: High School Expansion Project

Change Order	Date	
2	10/7/2019	MBTA Force Account - construction

AMOUNT
\$1,119,463.40

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

SELECT BOARD

APPROVAL OF:

Bernard W. Greene, Chairman

Benjamin J. Franco

Nancy S. Heller

Heather Hamilton

Raul Fernandez

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance

Hill International

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

December 2, 2019

Mr. Ray Masak, P.E.
 Project Manager
 Town of Brookline Building Department
 333 Washington Street
 Brookline, MA 02445

Dear Mr. Masak:

Under separate cover, MBTA Capital & Delivery have submitted email copy of Construction Account Amendment (#2) received 11/14/19. This Amendment includes MBTA staff needed for line protection support and Flagging support, but the majority of it includes estimated cost for initial projected five (5) ToB-funded weekend diversions anticipated thru January 2020 that Skanska was not able to piggyback on existing diversions or some were cancelled recently by MBTA but Skanska still needs to maintain current schedule (subject to change based on other MBTA factors). We anticipate a future Amendment request for additional funding for other ToB-funded weekends once we receive Skanska's updated schedules and coordinate with MBTA going into 1st quarter of 2020.

Below is brief financial recap:

Invoice #		Expensed	
7/8/19	May MBTA services - 3/16 - 5/31	\$	7,971.67
9/13/19	June MBTA services through 6/30/19	\$	9,241.72
10/30/19	MBTA services through 8/31/19	\$	17,867.19
TOTAL expenses 8/31/19		\$	35,080.58
ToB checks #1372621,			
	less ToB pre-payment	\$	866,639.32
	Uncommitted balance	\$	831,558.74

Design & Construction Force Account			
\$160,282.95	3/12/2019	Base	
\$706,356.37	7/24/2019	Amendment #1	
\$1,119,463.40	4/9/2019	NEW Amendment #2	
\$1,986,102.72	Subtotal		

Hill has analyzed MBTA's latest request and we recommend approval as an Amendment 02 for **\$1,119,463.40**.

Very truly yours,



Andy Felix, MCPPO
 Project Director

Ray Masak

From: Felix, Andy <AndyFelix@hillintl.com>
Sent: Wednesday, November 20, 2019 7:25 AM
To: Folts, Michele; Ray Masak
Cc: Parks, Ian; Vo, Andy
Subject: RE: Brookline Hills: Force Account Amendment 2
Attachments: 2019 Force Account Agreement Articles Amendment 2 for Brookline HS DRAFT wo Executed Agreements_r1.pdf

Capital MBTA

Michele, absent your response, we've gone ahead and deleted the previous blank page 8 and swapped out the previous back-up pages 9-10. See attached "r1" version being presented to ToB.

Ray, we have reviewed this updated Force Account Amendment #2 that Hill recommends is ready for presenting (with a ToB "pink" signature page) to the BBC at the next 12/10/19 Meeting. This Amendment #2 for additional \$1,119,463.40 covers up to (5) initial ToB-funded diversion related bussing estimated costs (approx. \$200K/ea weekend), plus some misc. MBTA staffing costs associated with flagmen and line protection. We can discuss further if you have any questions before or after our OAC meeting mid-morning today. We anticipate another forthcoming Amendment for additional ToB funded diversions in 2020 soon as Skanska reissues an updated diversion schedule for MBTA/Hill's review.

Sincerely, AF

*OK 10/11
Pink sent*

From: Felix, Andy
Sent: Monday, November 18, 2019 3:56 PM
To: 'Folts, Michele' <MFolts@MBTA.com>
Cc: Parks, Ian <IanParks@hillintl.com>
Subject: RE: Brookline Hills: Force Account Amendment 2

Hi Michele, before we send to ToB, we wanted to confirm:

1. if page 8 of 61 was intended to be blank or not?
2. Pages 9-10 of 61 is the back-up for the \$189K diversion, but your reference in Attachment 2 Exhibit A, sub-para 1 describes the diversion related estimate is based on \$200,565. Do you mind if we swap out the \$189K back-up to the \$200K back-up so there is no confusion with ToB?

Let me know and we will send it to ToB for processing. The next Building Commission is Tues 12/10/19, and after all approvals, I assume they would issue a check to MBTA by end of December.

From: Folts, Michele <MFolts@MBTA.com>
Sent: Thursday, November 14, 2019 12:08 PM
To: Felix, Andy <AndyFelix@hillintl.com>
Cc: Parks, Ian <IanParks@hillintl.com>
Subject: Brookline Hills: Force Account Amendment 2

Andy,

Attached please find the Force Account Amendment #2 that incorporates 5 bus diversions that are needed for the project to work in November and December as shown on the project calendar. The amendment also incorporates the necessary support for line protection and flagging support. Please let me know if you have any questions.

Thank you,

**SECOND AMENDMENT TO
FORCE ACCOUNT AGREEMENT**

by and between

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

and

TOWN OF BROOKLINE, MA

This Second Amendment to Force Account Agreement ("Second Amendment") is entered into as the ____ day of _____, 2019 by and between the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts ("MBTA"), and the Town of Brookline, acting by and through Brookline Select Board and Brookline School Committee, with an address of Town Hall, 333 Washington Street, Brookline, MA 02445 (the "Proponent"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Force Account.

RECITALS

WHEREAS, the MBTA and the Proponent are parties to that certain Force Account Agreement dated March 12, 2019 and First Amendment to Force Account Agreement dated July 25, 2019, a copy of which is attached as Attachment 2 (the "Force Account"); and

WHEREAS, the MBTA and the Proponent wish to amend the Force Account as the Proponent requires additional services of the MBTA in connection with the Brookline High School Expansion Project (the "Project").

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby amend the Force Account as follows:

- (1) "Article 1 – Scope of Services" of the Force Account is hereby amended to include the additional services set forth under "Article 1 – Scope of Services Amendment 2" in Attachment 1 attached hereto and incorporated herein by reference ("Attachment 1").

(2) "Article 2 – Budget" of the Force Account is hereby amended to add additional costs for the additional Services to be provided by the MBTA in connection with the Project, which additional costs are estimated to be \$ 1,119,463.40, as set forth under "Article 2 – Budget Amendment 2" in Attachment 1.

(3) Attachment 2 attached hereto and incorporated herein by reference ("Attachment 2") entitled "Force Account Agreement & Amendment 1" is hereby added to the Force Account. As set forth in Attachment 2, the MBTA's estimated cost of providing the Services as set for in Attachment 2 is \$1,119,463.40. Accordingly, the aggregate estimated cost of the Services to be provided by the MBTA in connection with the Project is currently \$866,639.32, which amount may be increased, in accordance with the terms of the Force Account, as amended to \$1,986,102.72.

(4) All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have cause this Amendment to be executed by their duly authorized representatives:

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

TOWN OF BROOKLINE

Print Name:
Title:

Refer to separate cover page with
multiple signatures

Attachments:

- Attachment 1: Articles 1 & 2 – Amendment 2
- Attachment 2: Exhibit A – Scope and Budget Amendment 2
- Attachment 3: Force Account Agreement dated March 12, 2019 and
Force Account Agreement Amendment 1 dated July 25, 2019