



Hill International, Inc.  
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November 17, 2022

Mr. Tony Guigli  
Project Manager  
Town of Brookline  
333 Washington Street  
Brookline, MA 02445

**Subject: Brookline High School Expansion Project  
Hill International, Inc. – Amendment No. 11 – Extended OPM Services**

Dear Mr. Guigli:

As you know, there have been significant construction delays in the Lambrian Construction contract work for the Quad and Third Floor Renovations, despite Hill's efforts to guide this particular General Contractor to project completion. Lambrian's current recovery schedule indicates a Substantial Completion date of December 23, 2022.

We are proposing the attached Amendment #11 to assist the Town in continued management of this work and the remaining close-out activities for Skanska, NB Kenney, and CTA. This amendment seeks to modify our team's services from October 1, 2022 through December 31, 2022 requesting approval of **\$75,115.00** to our not-to-exceed contract, consistent with the feedback received from the BBC on November 8, 2022.

We sincerely appreciate the opportunity to continue providing our services to the Town of Brookline.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Ian Parks".

Ian Parks  
Project Director

Attachments

cc: file: A4-01

**DELIVERING THE  
INFRASTRUCTURE  
OF CHANGE**

**ATTACHMENT B**

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**

**AMENDMENT NO. 11**

**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 October 1, 2022, 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 previously approved Amendment #5/Exhibit A Scope of Services and per 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:

<b>Fee for Basic Services:</b>	Original Contract thru Amendment #10	Amendment #11	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>\$ 1,955,317.00</u>	<u>                    </u>	<u>\$ 1,955,317.00</u>
Completion Phase	<u>\$ 125,000.00</u>	<u>                    </u>	<u>\$ 125,000.00</u>
Extended Completion Phase / Summer 2022 Work	<u>\$ 253,435.00</u>	<u>\$75,115.00</u>	<u>\$328,550.00</u>
<b>Total Fee</b>	<u>\$ 3,656,746.00</u>	<u>\$75,115.00</u>	<u>\$ 3,732,217.00</u>

This Amendment is a result of: Brookline’s request for additional OPM services related to project close-out and the Quad and 3<sup>rd</sup> Floor Renovations (Main Building) thru the end of December 2022 as outlined in Exhibit B.

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 <u>9/29/22</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 including assumptions and clarifications outlined in this exhibit. Scope not included in this amendment remains the responsibility of the Owner. Additionally, this amendment memorializes all reimbursable expenses, previously invoiced and paid to the OPM.
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**

\_\_\_\_\_  
Peter Martini  
(print name)

\_\_\_\_\_  
First Vice President  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

Brookline HS - Extended OPM Services - Amendment #11 - EXHIBIT B									
2022			2023						
OPM Additional Services									
Oct	Nov	Dec	Jan	Feb	Mar				
						Projected Hours	Hourly Rate	Projected Cost	
Principal	0	0	0	0	0	0	NO CHANGE	0	NO CHANGE
Project Director	0	0	0	0	0	0	NO CHANGE	0	NO CHANGE
Sr. Project Manager - Paul Kalous	0	0	0	0	0	0	NO CHANGE	178	NO CHANGE
Sr. Project Manager - Ian Parks	64	50	40	0	0	0	154	178	\$ 27,412.00
Site Manager - Martin Worrington	120	72	56	0	0	0	248	145	\$ 35,960.00
Project Manager - Andy Vo	64	50	40	0	0	0	154	150	\$ 23,100.00
<b>Subtotal:</b>	248	172	136	0	0	0		<b>Subtotal</b>	<b>\$ 86,472.00</b>
<b>FTE</b>	1.46	1.01	0.80	0.00	0.00	0.00		<b>Balance as of 9/30/22</b>	<b>11,357.00</b>
								<b>Amendment #11</b>	<b>\$ 75,115.00</b>

Assumptions & Clarifications:

- 1.) Responsibilities of the OPM from October 2022 though December 2022 will be limited to overall project budget tracking, monthly reporting, and assisting the Town of Brookline in close-out of their construction contracts with Skanska, NB Kenney, CTA, and Lambrian Construction as well as on-site supervision of remaining Lambrian Construction work 2 days per week.
- 2.) The OPM will not be involved in managing new scopes of work or bulletin work issued after November 1, 2022.
- 3.) Meeting Attendance: one representative from the OPM will be present at the following meetings during the months of October 2022 through December 2022: weekly OAC meeting for Quad & Third Floor Renovations; bi-weekly Co-Chairs meeting, and monthly BBC meeting. All other meetings will not be attended by the OPM.
- 4.) All remaining OPM related tasks and responsibilities will be transferred to the Town of Brookline beginning January 1, 2023.