



**Gale Associates, Inc.**

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[www.galeassociates.com](http://www.galeassociates.com)

September 19, 2018

Hull Public Schools  
180 Harborview Road  
Hull, MA 02045

Attn: Mr. David DeGennaro, School Business Administrator  
T: (781) 925-4400 x1115  
E: [ddegennaro@town.hull.ma.us](mailto:ddegennaro@town.hull.ma.us)

Re: Contract Amendment No. 1  
Hull High School Synthetic Turf and Track  
Hull High School  
180 Main Street  
Hull, MA  
Gale JN 717210

Dear Mr. DeGennaro:

Gale Associates, Inc. (Gale) is providing this proposal for Contract Amendment No. 1 for additional services not included in our original contract, dated December 23, 2015, for the above referenced project. A summary of the additional services is provided below.

In the winter and spring of 2016, Gale provided design, permitting and bid phase services for the above referenced project on behalf of Hull Public Schools (HPS). The project was publicly bid, with bids received and reviewed by Gale; however, the Town did not approve funding at the 2016 Spring Town Meeting. As such, the project was not awarded to the low bidder and no construction was performed. We understand that HPS is now confident that funding for the project can be acquired for Summer 2019 construction and is requesting Gale to update the construction documents and to publicly re-bid the project. HPS has requested Gale to include limited construction phase services.

Based on our understanding of the project scope, we proposed the following services:

- Gale will meet with HPS on one (1) occasion to review the previously bid project plans and specifications. We will incorporate minor changes or edits to the construction documents; however, this proposal does not include layout, grading or drainage revisions.
- Gale's electrical engineering consultant will review the site electrical plans and specifications against applicable code regulation updates and revise them accordingly.

**CELEBRATING 50 YEARS**



- The Hull Conservation Commission issued an Order of Conditions (OOC) for the project on April 27, 2016, which will expire after three (3) years. Typically, an owner can submit a written request to the Conservation Commission to request a one (1) or two (2) year extension. Gale will assist HPS to apply for an extension request and will attend one (1) related meeting. If additional permitting services are required, Gale will complete them on a time and expense basis following HPS' approval.
- Following the receipt of the OOC extension, HPS comments and authorization to proceed, we will update and finalize the site design documents suitable for competitive bidding in accordance with MGL Chapter 30, Section 39M. Provide HPS with a set of construction drawings stamped by a Registered Civil Engineer.
- HPS will provide the non-technical "front-end" contract requirements for the preparation of the contract documents, updated as required to comply with the Town's current requirements.
- Assist HPS with bid phase services.
  - Draft an Invitation to Bid for HPS' approval and review advertisement requirements with HPS.
  - Attend a pre-proposal site visit for prospective bidders.
  - Respond to requests for clarification.
  - Issue addenda to the bid documents, if required.
  - Attend the general bid opening with HPS.
  - Review the two (2) low proposal submissions for completeness and responsiveness.
  - Evaluate the bidders' performance on representative projects and provide HPS with a summary of the bid review results.
- Gale will perform Construction Phase Services, including attending up to twelve (12) site visits/site meetings, as documented in our original contract from December 23, 2015. Gale's services will be invoiced per our current Schedule of Fees, a copy of which is attached to this contract amendment proposal. Our current rates necessitate an increase in our originally contracted fee for these services, which is noted below.

## COMPENSATION

- Gale's compensation for the additional services will be as follows:

|  |                    |
|--|--------------------|
| ○ Design & Bid Phase Services                  | \$13,680.00        |
| ○ Fee Increase for Construction Phase Services | <u>\$ 2,000.00</u> |
|  | \$15,680.00        |
- Gale's compensation noted above does not include the services of our electrical engineering consultant, whose fees will be invoiced as a reimbursable expense, which are estimated at an upset limit of \$2,000.00.

Mr. David DeGennaro  
Hull Public Schools  
Re: Hull High School Synthetic Turf and Track Project  
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- Services under this amendment will be completed under the terms and conditions of our original contract, and invoiced per the attached Schedule of Fees, dated June 2018.

#### **REQUIRED DOCUMENTS**

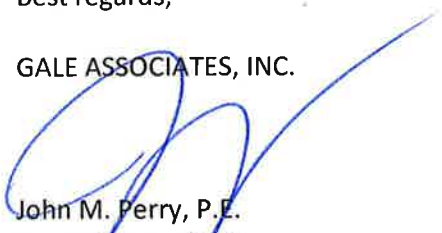
- If this proposal is acceptable, please execute the Contract Amendment Form enclosed and return a copy to this office as authorization of the services outlined herein. Alternatively, a contract amendment may be submitted to Gale for the services outlined herein.

Should you have any questions regarding this contract amendment proposal, please do not hesitate to contact the undersigned directly at (781) 335-6465 x216 or [jmp@gainc.com](mailto:jmp@gainc.com).

Thank you in advance for your consideration in this matter.

Best regards,

GALE ASSOCIATES, INC.



John M. Perry, P.E.  
Chief Civil Engineer

JMP/cmh

Enclosures:

- Contract Amendment Form
- Schedule of Fees

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# Contract Amendment Form Additional Services Authorization

**Project #:** 7 1 7 2 1 0

Today's Date: 9/19/18

Requested By: John M. Perry

**Contract  
Amendment #****01****Project Name:** Hull High School Synthetic Turf and Track**New Ph./Task Name & #:** Phase 6 - CA #1 - Rebid Project

## Additional Services Requested

☒ Owner Requested Amendment?☐ Scope Change?☐ Value Engineering? ☐ Other: \_\_\_\_\_As a result of this contract amendment, the contract  
for this project will be extended

TBD Days

The new estimated date of completion will be:

October 2019

Additional scheduling/milestone notes:

## Additional Services to Include the Following:

Update the construction documents and publicly re-bid the synthetic turf field and track project, per the attached Contract Amendment proposal dated September 19, 2018.

## Compensation for Additional Services

### Compensation Type:

☒ Lump Sum Fee/Fixed Fee☐ Time & Expense w/Limit☐ Time & Expense☐ Other☐ Unit Fee

Unit Type: \_\_\_\_\_

Unit Cost: \_\_\_\_\_

Reimbursable Markup:

Consultant m/u: 15%

Expense m/u: 15%

### Compensation Amounts:

|                               | Gale Fee/Labor<br>Amount | Consultant Expense<br>Amount | Consultants<br>are<br>reimbursable? | Other Expense<br>Amount | Other Exps.<br>are<br>reimbursable? | Total               |
|-------------------------------|--------------------------|------------------------------|-------------------------------------|-------------------------|-------------------------------------|---------------------|
| Original Amount:              | \$83,915.00              | \$5,040.00                   | No                                  | \$5,000.00              | Yes                                 | \$93,955.00         |
| Previous Amendments:          |                          |                              |                                     |                         |                                     |                     |
| <b>Subtotal to Date:</b>      | <b>\$83,915.00</b>       | <b>\$5,040.00</b>            |                                     | <b>\$5,000.00</b>       |                                     | <b>\$93,955.00</b>  |
| <b>Amount this Amendment:</b> | <b>\$15,680.00</b>       | <b>\$2,000.00</b>            | Yes                                 |                         | In Fee                              | <b>\$17,680.00</b>  |
| <b>Total New Fee:</b>         | <b>\$99,595.00</b>       | <b>\$7,040.00</b>            |                                     | <b>\$5,000.00</b>       |                                     | <b>\$111,635.00</b> |

1. Additional services will be provided in accordance with the Base Agreement and upon receipt of an executed Contract Amendment.

2. Additional services will commence upon return of a signed Contract Amendment Form. Schedule commences upon receipt of executed Contract Amendment.

**Accepted by:** Hull Public Schools**Gale Associates, Inc.****Signature****Signature****Print Name**

John M. Perry

**Printed Name****Title**

Chief Civil Engineer

**Title****Date**

Wednesday, September 19, 2018

**Date**



**GALE ASSOCIATES, INC.**  
**163 Libbey Parkway**  
**Weymouth, Massachusetts 02189**  
**781-335-6465**

**SCHEDULE OF FEES**

**JUNE 2018**

Fees for services are based on the time worked on the project by staff personnel in accordance with the following schedule:

|   |          |
|---|----------|
| Principal                                   | \$230/hr |
| Senior Associate                            | \$215/hr |
| Associate                                   | \$200/hr |
| Sr. Project Manager/Sr. Structural Engineer | \$190/hr |
| Project Manager                             | \$175/hr |
| Sr. Engineer/Architect/Planner              | \$160/hr |
| Project Engineer/Designer/Planner/Architect | \$150/hr |
| Landscape Architect                         | \$140/hr |
| Sr. Staff Engineer/Designer                 | \$135/hr |
| Staff Engineer/Staff Designer               | \$125/hr |
| Sr. Technician/CAD Designer                 | \$125/hr |
| Technician/CAD Drafter                      | \$120/hr |
| Administrative Professional                 | \$110/hr |
| Clerk/Word Processor/Admin Assistant        | \$100/hr |

Fees for expert testimony at pre-trial conference, deposition, hearing, trial, or any other legal proceeding, including preparation time for any such testimony, will be billed at 1.5 times the hourly rate.

Fees for expedited services will be billed at 1.3 times the hourly rate.

Overtime will be charged for services for more than 8 hours per day, including travel, and all services on holidays, Saturdays, and Sundays. Overtime is charged at a rate of 1.5 times the regular hourly rate.

In the event onsite construction observation services are provided, the minimum charge for an onsite visit will be 4 hours.

This Schedule of Fees will be utilized for a period of six months from the date of submission unless otherwise provided in the Agreement and is subject to revisions at six-month intervals unless otherwise stipulated in the Agreement.

**Reimbursable Expenses**

Automobile expenses for personal or company vehicles will be charged at \$0.50 per mile, plus toll charges for travel from Gale's office to the project and return and for travel required in the conduct of work.

The following items of direct non-salary expenses shall be billed at Gale's cost plus 15%.

1. Transportation and living expenses incurred for out-of-town projects.
2. Long distance telephone calls, facsimiles, telegrams and cables.
3. Delivery charges for samples, field testing equipment, etc.
4. Laboratory equipment and instrumentation directly identifiable to the project and specifically noted in Gale's proposal.
5. Purchase of specialized equipment and rental of equipment from outside vendors.
6. Photographs for project records and reproduction of drawings and reports.
7. Computer services provided by outside vendors.
8. Drafting and word processing services and other labor provided by outside contract personnel.
9. Use of rental vehicles.
10. Contractor and sub-consultant services.