

**Date action is requested:** 1/26/2022

**Title:** Motion 2022-07 to authorize an amendment to the Hill International, Inc. contract in the amount of \$33,015 plus any applicable taxes to cover project close out, claim management, and consulting services for the PSCC project.

**Attachments:** Amendment 5; Contract Modification Request 8

**Type of action:** Motion

**SUBMITTED BY:** Mark Mears, Deputy Director of Operations

**RECOMMENDATION:** It is recommend that Board of Directors authorize the Executive Director to execute this amendment to the current contract with Hill International in the amount not to exceed \$33,015 for project close out costs and consulting services.

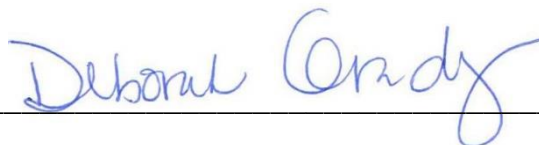
**BACKGROUND:** On behalf of South Sound 911, Hill International functioned as the owner’s representative related to the PSCC project starting in September 2019. As such, they are managing the final close out requirements, associated claims, and assisting as a consultant for South Sound 911.

**ALTERNATIVES:** Do not amend the contract for additional services with Hill International.

**FINANCIAL IMPACT:** Additional services of \$33,015 included in the PSCC Budget.

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Executive Director Review



**AMENDMENT # 5 TO PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** is made and entered into \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **SOUTH SOUND 911 PUBLIC AUTHORITY**, doing business as **SOUTH SOUND 911** (hereinafter referred to as the "SS911"), and **HILL INTERNATIONAL, INC.**, a Delaware corporation, (hereinafter referred to as "CONTRACTOR");

**WHEREAS**, SS911 and CONTRACTOR entered into a Professional Services Contract dated September 26, 2019; Amended July 28, 2020; Amended June 25, 2021; Amended August 31, 2021; Amended November 4, 2021;and

**WHEREAS**, the Parties desire to amend the Contract to increase the compensation and include additional services and deliverables;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Section 1 Scope of Services/Work Exhibit A is amended to include additional services and deliverables as stated in the following attachments attached hereto and incorporated herein:
  - Attachment A – Contract Modification Request (Amendment #8), dated January 18, 2022.
2. Section 3 (A) of Compensation and Payment Exhibit B is amended to increase the not to exceed amount from \$1,397,130 to \$1,430,145.
3. All other aspects of the original Contract remain in full force and effect except to the extent necessary to reflect the changes stated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**SOUTH SOUND 911**

**HILL INTERNATIONAL, INC.**

\_\_\_\_\_  
Deborah Grady  
Executive Director

\_\_\_\_\_  
Becky Blankenship  
Vice President

Approved as to Form:

Address:

\_\_\_\_\_  
Peter Beckwith  
General Counsel

\_\_\_\_\_  
719 Second Avenue, Suite 1075

Approved as to Budget:

\_\_\_\_\_  
Seattle, WA 98104  
City/State/Sip

Tax ID:

\_\_\_\_\_  
Janet Caviezel  
Finance Director

\_\_\_\_\_  
20-0953973

EXHIBIT "A"

CONTRACT MODIFICATION REQUEST (AMENDMENT #8 REVISED)



**Hill International, Inc.**  
Millennium Tower  
719 2<sup>nd</sup> Avenue, Suite 1075  
Seattle, WA 98104  
Tel: 425-214-0311  
[www.hillintl.com](http://www.hillintl.com)

January 18, 2022

Mr. Mark Mears, Deputy Director, Law Enforcement  
South Sound 911  
3580 Pacific Avenue  
Tacoma, WA 98418

**Subject:** Owner-Contractor Claim Management Services (Amendment #8) –  
SS911 Public Safety Communications Center Project  
South Sound 911 – Hill International Inc. – Professional Services Contract  
#2019-068

Dear Mr. Mears:

Hill International, Inc. is pleased for the opportunity to present this request for Contract Modification (Amendment #8) to continue to cover Claim Management and Project Close-out Consulting Services as request by Deborah Grady for the above referenced project. From recent conversations with the South Sound 911 management team, we understand that Kassel & Associates, Inc., general contractor, has indicated their intent to file a claim against the project for additional compensation and an extension of time on their construction contract. Hill's additional services are to provide South Sound 911 with continuing project close-out and professional consulting relevant to the potential claim by Kassel thru March of 2022.

Scope of Services:

1. Project Manager: Claim management consulting; research & analysis of potential contractor claim(s); research of change management log Construction Change Directives, Change Orders and Request of Equitable Adjustment; coordination with South Sound 911 leadership; meeting preparation; attend meetings with South Sound Leadership; attend meetings with Kassel & Associates, Inc.
2. Project Executive: Claim management consulting; attend meetings with South Sound Leadership; attend meetings with Kassel & Associates, Inc.

**DELIVERING THE  
INFRASTRUCTURE  
OF CHANGE**



Fee:

As discussed, Hill will bill no more than 16 hours a week to a maximum agreed to amount of Thirty-Three-Thousand Fifteen Dollars (\$33,015.00). The services commenced on January 3, 2022 and are scheduled to run through March 31, 2022. The above fee includes moving \$828.00 of remaining Reimbursable expenses not charged and \$2,334.25 of unused Inspection and Testing fees not used by Materials Testing & Consulting, Inc. to Hill labor hours. If such services are required in the future, an additional service amendment will be required. The attached document (Exhibit A) further describes the fee and services to be provided for Contract Modification (Amendment #8.) For accounting purposes, we will track the Owner-Contractor Claim Management services on a time and material basis under a separate task number. We look forward to your approval signed approval amendment and the purchase order amendment to the contract for these services.

Services not included, but which can be provided under a separate amendment should they be required include:

- Project Schedule Time Impact Analysis
- Forensic Accounting of Contractor Books by Third-Party Consultant
- Additional hours beyond what is included in this amendment

Thank you for the opportunity to continue providing professional services to you and South Sound 911.

Should you have any questions or require additional information, please feel free to contact me at [BeckyBlankenship@hillintl.com](mailto:BeckyBlankenship@hillintl.com) or at 509-385-9127.

Sincerely,

A handwritten signature in blue ink, appearing to read "Becky Blankenship", is written over a light blue circular stamp.

Becky Blankenship  
Senior Vice President  
Manager, West Region

Attachments: Exhibit A – Additional Services Proposal - (Amendment #8)

cc: Glenn Steiner, File

**Exhibit A**

**Additional Services Proposal - Amendment #8**  
**Construction Management Services - PSCC South Sound 911**  
**January 11, 2022**

PHASES / TASKS / SUBTASKS					AMENDMENT #8	
Phase or Task #	Task #	PHASES / TASKS / SUBTASKS TITLES	Total Direct Labor Cost by Task	Total Hours	Labor/Services Cost by Task	Total Hours
2	500	<b>PROJECT MANAGEMENT</b>				
		<b>Subtotal</b>	\$219,945.07	1,328		
2	600	<b>CONSTRUCTION MANAGEMENT OVERSIGHT</b>				
		<b>Subtotal</b>	\$317,588.53	2,090		
2	800	<b>PROJECT CONTROLS</b>				
		<b>Subtotal</b>	\$46,990.42	296		
2	900	<b>INSPECTION SERVICES</b>				
		<b>Subtotal</b>	\$34,501.65	214		
2	1000	<b>COMMISSIONING SERVICES</b>				
		<b>Subtotal</b>	\$17,708.22	106		
3	1100	<b>PROJECT CLOSEOUT &amp; POST CONSTRUCTION</b>				
		<b>Subtotal</b>	\$69,771.47	423		
	1101	Dec. 2021 Hours Overage (Work already Completed to be Compensated for)			\$ 1,973.28	12
	1102	POST CONSTRUCTION OVERSIGHT Add, Services (Jan. thru Mar. 2022)			\$ 8,550.88	52
	1200	<b>MOVE MANAGEMENT (Amendment #2 - Oversight/Coordination)</b>				
		<b>Subtotal</b>	\$14,007.87	82		
	1300	<b>OWNER-CONTRACTOR CLAIM MANAGEMENT SERVICES</b>				
		<b>Subtotal</b>	\$31,861.68	189		
	1301	OWNER-CONTRACTOR CLAIM MANAGEMENT SERVICES Add, Services			\$ 25,652.64	156
		<b>LABOR TOTAL</b>	\$752,374.91	4,457		
		<b>REIMBURSABLE EXPENSES (Personal Mileage, Parking, WiFi, Printing, Other Incidentals)</b>	\$6,000.00			
		REIMBURSABLE EXPENSES Moved to Hill Labor Expenses			\$ (828.00)	
		<b>TOTAL LABOR &amp; EXPENSE:</b>	\$758,374.91			
<b>ADD SERVICES:</b>						
<b>COMMISSIONING SERVICES</b>						
2/3	1001/1300	Building Commissioning	\$ 160,000.00			
	1002	Technology/Communications Systems Commissioning	\$ -			
	1003	Amendment #1 - Building Commissioning Add Services	\$ 41,360.00			
	1004	Amendment #6 - Building Commissioning Add Services	\$ 71,269.00			
		<b>\$ 272,629.00</b>				
<b>INSPECTION &amp; TESTING SERVICES</b>						
2	900	Inspection & Testing	\$ 98,000.00			
		Amendment #1 - Additional Inspection & Testing	\$ 35,078.38			
		Amendment #4 - Additional Inspection & Testing (see attached Exhibit A for scope of services)	\$ 3,854.00			
		<b>\$ 136,932.38</b>				
		Inspection & Testing Fees not used and moved to Hill Labor Expenses			\$ (2,334.25)	
<b>RELOCATION MANAGEMENT SERVICES</b>						
	1201	SPLICE (Sub-Consultant) Amendment #2 - Relocation Management Services	\$ 113,850.00			
	1202	Manage Signage Design & Install	\$ 8,400.00			
	1203	Manage & Write Fire/Life Safety Plan	\$ 11,200.00			
	1204	Additional Move Labor Support Services	\$ 22,179.85			
		Amendment #4 - Additional move labor and move management services requested by SS911	\$ 73,527.83			
		<b>\$ 229,157.68</b>				
		ORIGINAL TOTAL CONTRACT VALUE (NTE):	\$881,396.82			
		REVISED CONTRACT TOTAL (w/AMENDMENT #7):	\$1,397,093.97			
		<b>Amendment #8 - Add, Services</b>			\$ 33,014.55	220
		<b>SUBTOTAL:</b>			\$ 33,014.55	220
		<b>REVISED CONTRACT TOTAL (w/AMENDMENTS):</b>			\$1,430,108.52	