

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**

This Contract is made this 4 day of April in the year 2011 between  
the Town of Georgetown, Ma., 51 North St.  
(Owner) (day) (month) (year) (street)  
Georgetown, Massachusetts, 01833  
(City) (State) (Zip Code)  
hereinafter called "the Owner" and Municipal Building Consultants, Inc  
(Owner's Project Manager)  
200 Sutton St, North Andover, Ma., 01845  
(street) (city) (State) (Zip Code)  
hereinafter called the "Owner's Project Manager" to provide the Project Management services required to complete  
the Basic and Extra Services described herein at \_\_\_\_\_  
(name/description of Project)  
Penn Brook Elementary School Project Feasibility and Schematic Design Phase

The Owner's Project Manager is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Owner's Project Manager may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Owner's Project Manager. If the Owner elects to construct the project pursuant to G.L. c. 149, the amendment to this Contract shall include the Authority's Base OPM Contract Amendment for DBB for Basic Services required for the design-bid-build construction delivery method. If the Owner elects to construct the project pursuant to G.L. c. 149A, the amendment to this Contract shall include the insertion of the Authority's Base OPM Contract Amendment for CM at Risk, for Basic Services required for the CM at Risk construction delivery method.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, the Owner's Project Manager shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

IN WITNESS WHEREOF, the Owner and the Owner's Project Manager have caused this Contract to be executed by their respective authorized officers.

OWNER  
Town of Georgetown, Ma.  
(print name)  
CEO  
(print title)  
By C. Donohue  
(signature and seal)  
Date June 20, 2011

OWNER'S PROJECT MANAGER  
Patrick J. Saitta  
(print name)  
President / Treasurer  
(print title)  
By [Signature]  
(signature)  
Date April 4, 2011  
  
(Attach Certificate of Vote of Authorization)

**ATTACHMENT A**

**PAYMENT SCHEDULE**

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed \$109,440. The \$109,440 fee is a cap for Basic Services related to this Contract, and the actual amount paid by the Owner for Basic Services required during the duration of this Contract may be an amount less than \$109,440. The Owner's Project Manager shall invoice the Owner based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

**Hourly Rate Schedule**

<u>Title</u>		<u>Rate/Hr.</u>
Project executive	P. Saitta	\$180
Project manager	C. Adam	\$165

The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

<u>Project Phase/Item of Work</u>	<u>Not-to-Exceed Fee</u>	<u>Completion Date</u>
Feasibility Study/Schematic Design Phase	\$94,440 + estimates	11/30/11
Design Development/Construction Document/Bidding Phase	TBD	TBD
Construction Phase/Final Completion	TBD	TBD
Extra Services (Identify by Category)	TBD	TBD
Reimbursable Services (Identify by Category)		

**Independent Cost Estimates**

Task 8.2.2 – Up to two estimates	\$7,500per estimate	= \$15,000
Task 8.4.2 – One Estimate	\$X/per estimate	N/A



**Municipal**  
 Building Consultants, Inc.

Patrick J. Saitta, President  
 7-Mar-11

Penn Brook School, Georgetown, Ma. - Price proposal for Designer

Selection and Feasibility / Schematic Phase through Article 8.2

Designer Selection & Feasibility Phase 4/4/11 - 7/27/11

Name	Hrs/wk Average	Wks	Tot Hrs	Rate/Hr	Totals
Pat Saitta	7	18	126	\$ 180.00	\$ 22,680.00
Chuck Adam	8	18	144	\$ 165.00	\$ 23,760.00

Schematic Design Phase to S and B Agreement 7/27/11 - 11/30/11

	Average				
Pat Saitta	6	20	120	\$ 180.00	\$ 21,600.00
Chuck Adam	8	20	160	\$ 165.00	\$ 26,400.00
Cost estimates - AM Fogarty Co			2	\$ 7,500.00	\$ 15,000.00
Insurance					Incl in rates
Reimbursables					Incl in rates
Escalation					Incl in rates
				<b>Total</b>	<b>\$ 109,440.00</b>

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner-Architect/Engineer and the Owner-Contractor or Owner-CM at Risk, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

## 8.2 Feasibility Study/Schematic Design Phase

### 8.2.1 Designer Selection

The Owner's Project Manager shall coordinate the designer selection process for the Owner in accordance with the Authority's Designer Selection Guidelines. Services shall include:

- 8.2.1.1 The Owner's Project Manager shall assist the Owner in preparing the schedule for designer selection, advertisement, request for services, selection criteria and other materials required for the application package in accordance with Authority guidelines and submit to the Authority for review and approval prior to advertising.
- 8.2.1.2 The Owner's Project Manager shall record the names and addresses of all designers who request an application package, shall notify all interested designers of any changes to the request for services or application package and shall respond to project specific questions. The Owner's Project Manager shall complete reference checks on all applicants and provide the Owner with a report on the references.
- 8.2.1.3 The Owner's Project Manager shall review each submitted application to be sure it is complete and shall submit the application packages as well as the completed references to the Authority at least two weeks before the targeted Designer Selection Panel meeting.
- 8.2.1.4 The Owner's Project Manager shall present the project particulars and the results of the reference checks to the Authority's Designer Selection Panel.
- 8.2.1.5 The Owner's Project Manager shall assist the Owner in the negotiation of the design contract with the first-ranked firm.

### 8.2.2 Feasibility Study/Schematic Design

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall:

- a. Prepare independent construction cost estimates pursuant to Section 8.1.2.2 of this Contract for comparison with the Designer's cost estimates. (Two estimates during Task 8.2.2)

- b. Work with the Owner and Designer to prepare the Project Schedule.
- 8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.
- 8.2.2.2 The Owner's Project Manager shall lead design coordination meetings every two weeks, between the Designer and the Owner and, as required, the Authority, to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.
- 8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.
- 8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.
- 8.2.2.5 The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.
- 8.2.2.6 The Owner's Project Manager shall assist the Owner with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase. The Owner's Project Manager shall assist the Owner and Designer, as needed, in the preparation of the certification required for Green Schools in accordance with the current edition of the MA-CHPS or LEED for Schools guidelines.
- 8.2.2.7 The Owner's Project Manager shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Owner's Project Manager, in conjunction with the Designer, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The services provided by the Owner's Project Manager in assisting and advising the Owner in its determination of the appropriate construction delivery methodology shall be included in Basic Services.

If the Owner elects to proceed with the CM at Risk construction delivery method when directed by the Owner, the Owner's Project Manager shall, in a

timely manner, assist and advise the Owner in properly preparing and submitting to the Office of the Inspector General, the application to proceed with the CM at Risk construction delivery method and in obtaining a notice to proceed, in accordance with the provisions of M.G.L. c. 149A, § 4, and the applicable regulations and procedures promulgated by the Inspector General. The Owner's Project Manager shall assist the Owner in correcting and resubmitting the application to proceed, as necessary, and in responding to any requests for additional information from the office of the Inspector General. The services provided by the Owner's Project Manager in assisting and advising the Owner with the preparation and submission of the application to proceed with the CM at Risk construction delivery method shall be included in Basic Services.

If the Inspector General issues a notice to proceed with the CM at Risk delivery method, and if the Owner, at its option, authorizes the Owner's Project Manager to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, the Parties will enter into a mutually agreed upon amendment to this Contract using the amended Contract language for CM at Risk delivery method prescribed by the Authority. In the event that the Inspector General does not issue a notice to proceed with the CM at Risk delivery method, the Owner, at its option, may elect to construct the project in accordance with the provisions of M.G.L. c. 149.

**INTENTIONALLY LEFT BLANK FOR INSERTION OF ARTICLES 8.3 THROUGH 8.8 FOR EITHER DBB OR CM AT RISK CONSTRUCTION DELIVERY METHOD AT THE ELECTION OF THE OWNER AND BY AMENDMENT TO THE CONTRACT**

**ARTICLE 9: EXTRA SERVICES**

9.1 General

9.1.1 Extra Services are those services requested by the Owner to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner.

9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the Owner in writing prior to the performance of any Extra Services.

9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.

9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the Owner, the Owner's Project Manager shall perform any of the following services as Extra Services: