

Agreement for Owner’s Project Manager Services
Between the Town of Norwell and
(CONSULTANT) for the
TOWN HALL RENOVATIONS PROJECT

The following provisions shall constitute an Agreement between the Town of Norwell, acting by and through its Board of Selectmen, hereinafter referred to as “Awarding Authority,” with an address of 345 Main Street, Norwell, Massachusetts 02061, and (CONSULTANT) a limited liability company/corporation/sole proprietorship (select one), registered to conduct business in the Commonwealth of Massachusetts with a local address of _____, hereinafter referred to as “Owner’s Project Manager,” effective as of the ___ day of _____, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1 The Owner’s Project Manager will perform all project management services in connection with the management of design and construction of the Project as set forth in: This Agreement, Attachment A (Scope of Services), Attachment B (Request for Qualifications – Norwell Town Hall Renovations Project), and Attachment C (Proposal submitted by CONSULTANT dated _____). The scope of the Project Management Services described in this Agreement is, in the reasonable opinion of the Owner’s Project Manager, expected to cover all necessary services of the Owner’s Project Manager for the Project as defined in Attachments A, B, and C of this Agreement. Therefore, the Owner’s Project Manager shall perform all necessary services related to the Project through completion and absent a material change in scope, the Owner’s Project Manager shall provide all necessary services, as defined in Attachments A, B, and C of this Agreement, at no additional cost to the Awarding Authority, unless such service is requested by the

Awarding Authority in writing as an additional service or such service is specifically performed after final closeout of the project and such additional or post-completion service was not made necessary by an act or omission of the Owner's Project Manager as determined by a court of competent jurisdiction.

1.2 In providing the Project Management Services, the Owner's Project Manager shall endeavor to maintain an effective working relationship with the Designer (as hereinafter defined), general contractors and subcontractors (collectively, the "Contractors") and other consultants performing services on any aspect of the Project.

1.3 The Owner's Project Manager shall be the Awarding Authority's advisor in providing the Project Management Services. The Owner's Project Manager and the Awarding Authority shall perform as stated in this Agreement and the Owner's Project Manager accepts the relationship of trust and confidence established between it and the Awarding Authority by this Agreement.

1.4 Initial services shall include a review of existing studies and preliminary designs, recommendations, budget development, designer selection, oversight of design development, and public outreach. All services beyond the initial period are at the Town's option, and are contingent on the appropriation of funding by the Town of Norwell. The Awarding Authority reserves the right to terminate the Agreement in the event the Project is not fully funded by Town Meeting. The Owner's Project Manager is not authorized to perform any services beyond the initial phase until issuance of written authorization to proceed by the Awarding Authority, and execution of this Agreement shall not obligate the Awarding Authority to pay for project management services not authorized.

ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES

2.1 The persons from time to time designated by the Awarding Authority as the Awarding Authority's representative, shall be reasonably acquainted with the Project, shall have the authority to request services under this Agreement and shall render decisions for the Project reasonably promptly and furnish information reasonably expeditiously so as to avoid undue delay in the Owner's Project Manager's services on the Project. Such persons shall be named in writing to the Owner's Project Manager as having this authority and shall be limited to not more than (2) two Awarding Authority's representatives at any one time.

2.2 The Awarding Authority will retain a design firm (the "Designer") to design, prepare contract documents for the Project and provide construction administration services during the bid, construction and closeout phases of the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1 The Owner's Project Manager shall perform all Project Management Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If the Owner's Project Manager performs any services for the Project after the final close-out period of the project, such services shall be deemed additional services, and the Owner's Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

3.2 If the Project is delayed at any time in the commencement or progress of the Work by an act beyond the Owner's Project Manager's control, including an act of the Awarding Authority, Designer or Contractors or their employees or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or by delay authorized by the Owner pending

mediation and/or arbitration, then the Contract Time and the Contract Sum shall be equitably extended and adjusted by Change Order for such reasonable time and amount as the parties shall agree to in writing.

ARTICLE 4: COMPENSATION

4.1 In consideration of the performance of the Agreement, the Awarding Authority shall pay the Owner's Project Manager according to the Payment Schedule shown as Attachment D to this Agreement, payable upon receipt of invoices for services rendered with written descriptions of services performed under Attachment A. If this Agreement is entered into after the commencement date noted above, then promptly following execution and delivery of this Agreement by both parties, the Awarding Authority shall pay the Owner's Project Manager for the Owner's Project Manager's services rendered as of such date.

4.2 The fixed fee in Attachment D includes all reasonable reimbursable and out-of-pocket costs of the Owner's Project Manager with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority.

4.3 If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, or if the Owner's Project Manager performs any services for the Project after the final close-out period of the project unless such services were made necessary by an act or omission of the Owner's Project Manager as determined by a court of competent jurisdiction, the Awarding Authority shall pay the Owner's Project Manager at the hourly rates set forth on Attachment D for hours worked. Such rates shall include all salary, benefits, overhead and profit and all expected reimbursable expenses; provided, however, such rates shall not include actual third party out-of-pocket expenditures. The Awarding Authority reserves the right to request that the Owner's Project

Manager provide a lump sum fee for any additional services and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service.

4.4 The Owner's Project Manager shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work which said estimate shall be approved by the Awarding Authority in writing prior to the commencement of any additional services

4.5 Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be attached to the invoice for additional services to the Awarding Authority or the Awarding Authority's authorized representatives.

4.6 Payment by the Awarding Authority to the Owner's Project Manager of the approved statement amount shall be made within thirty (30) days after it is submitted or in accordance with the ordinary payment processing practices of the Town of Norwell.

4.7 The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 5: AGREEMENT DOCUMENTS

5.1 The following documents form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein:

1. This Agreement
2. Attachment A - Scope of Work;
3. Attachment B - Request for Qualifications;
4. Attachment C - Proposal submitted by CONSULTANT, dated _____

5. Attachment D - Fee Schedule

In the event of conflicting provisions, those provisions most favorable to the Awarding Authority shall govern. In the event that the above documents prescribe for the same work different quantities or quality, the Owner's Project Manager shall provide the greater quantity or higher quality.

ARTICLE 6: AGREEMENT TERMINATION

6.1 The Awarding Authority may suspend or terminate this Agreement by providing the Owner's Project Manager with ten (10) days written notice for any of the following reasons:

1. Failure of the Owner's Project Manager, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the material provisions of this Agreement by the Owner's Project Manager.
3. A determination by the Awarding Authority that the Owner's Project Manager has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

In addition, the Awarding Authority may terminate this agreement without cause upon thirty (30) days written notice to the Owner's Project Manager.

6.2 If the Awarding Authority fails to make payment to the Owner's Project Manager of sums due and owing as provided in Article 4, then after ten (10) days written notice to the Awarding Authority,

provided the Awarding Authority has not cured such non-performance within such ten (10) day period, the Owner's Project Manager may terminate this Agreement.

6.3 If the Awarding Authority fails to perform any of its obligations (other than as provided in Section 6.2), then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Owner's Project Manager may terminate this Agreement.

6.4 In the event of such termination, the Owner's Project Manager shall be compensated for all services rendered prior to the date of termination as liquidated damages

ARTICLE 7: INDEMNIFICATION

7.1. The Owner's Project Manager shall defend, indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Owner's Project Manager's performance of the services under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by the willful misconduct or negligent acts or omissions of the Owner's Project Manager, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification obligation does not require the Owner's Project Manager to indemnify the Awarding Authority for such claims, damages, losses or expenses where such are caused solely by parties other than the Owner's Project Manager.

7.2 In claims against any person or entity indemnified under paragraph 7.1 by an employee of the Owner's Project Manager, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under paragraph 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owner's Project Manager under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.3 The Owner's Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The within language shall not be construed as a limitation of the Owner's Project Manager's liability under this Agreement or under any applicable law. The Awarding Authority agrees to include in the general conditions of the construction contract a provision requiring contractors to indemnify and hold harmless the Owner's Project Manager, and to name the Owner's Project Manager as an additionally insured party on all applicable insurance certificates.

ARTICLE 8: PERFORMANCE STANDARD – COMPLIANCE WITH LAW

8.1 The Owner's Project Manager will provide all Project Management Services in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified Owner's Project Managers, and (iii) demonstrating an understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof, it being understood that the Owner's Project Manager is not guaranteeing compliance of the Project with the schedule, budget or other Awarding Authority objectives.

8.2 The Owner's Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice.

8.3 The Owner's Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with all of the terms of all governmental approvals (to the extent that such approval terms are provided to the Owner's Project Manager by the Awarding Authority) in connection with all aspects of the Project.

ARTICLE 9: ASSIGNMENT

9.1 The Owner's Project Manager shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 10: AMENDMENTS

10.1 All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Owner's Project Manager. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Owner's Project Manager. Additionally, all amendments and changes shall be approved by the Awarding Authority's Town Accountant prior to execution by the Awarding Authority. No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

ARTICLE 11: INSURANCE

11.1 The Owner's Project Manager shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, the

Owner's Project Manager is required by this agreement to name the Owner as an additional insured and to provide the Owner with certificates of insurance coverage indicating that the Owner has been added as an additional insured under all insurance coverages required by this contract. Further, the Owner's Project Manager is required to provide the Owner with a copy of the current additional insured endorsement page, reflecting that the Owner has been listed as an additional insured, for each insurance policy to which the Owner has been added. If Subconsultants are used, all of the provisions of this section apply to each Subconsultant.

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. Coverage shall include broad form contractual liability and completion of operations, explosion, collapse and underground hazards;
- B. Automobile Liability in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Professional Errors and Omissions Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- D. Pollution Liability (applicable for any CONSULTANT/subconsultant who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate;
- E. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- F. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

11.2 No waiver of subrogation shall be permitted.

11.3 All insurance policies required shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

11.4 The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Owner's Project Manager to be awarded this contract. The types of

insurance and coverage limits stated herein are not intended in any way to limit the Owner's Project Manager's liability for any damages arising from the Owner's Project Manager's performance of services under this contract.

11.5 The Owner's Project Manager is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Owner's Project Manager shall immediately notify the Owner, and within thirty (30) days of said lapse, the Owner's Project Manager shall provide the Owner with a new certificate of insurance coverage.

11.6 The Awarding Authority may, at its option, purchase and maintain liability insurance and such other insurance as it deems necessary and appropriate to protect its interest in, and relating to the Project.

ARTICLE 12: DOCUMENTS AND DELIVERABLES

12.1 All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Owner's Project Manager under this Agreement including, without limitation, all daily reports, RFI's, proposed change orders, and change directives, shall become the property of the Awarding Authority. Any re-use of such materials for a project other than the project specified herein without the Owner's Project Manager's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Owner's Project Manager or to the Owner's Project Manager's independent professional associates, sub-Owner's Project Managers or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project named herein shall not be construed as an act in derogation of the Owner's Project Manager's rights under this Agreement.

ARTICLE 13: NOTICE

13.1 All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by e-mail, telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

ARTICLE 14: DISPUTE RESOLUTION

14.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any court having appropriate jurisdiction. Notwithstanding the foregoing, the Awarding Authority and the Owner's Project Manager may at any time, upon written agreement of both parties, submit to mediation and, in case the mediation is not successful, submit to arbitration any existing claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, provided such agreement is in writing, is signed by authorized representatives of the two parties and specifically describes such existing claim, dispute or matter in question. Any such arbitration, unless otherwise agreed, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

ARTICLE 15: STAFFING

15.1 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed in Attachment C, shall take place without the prior written approval of the Owner, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The Owner shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed in Attachment C and such approval shall not be unreasonably withheld. At the request of the Owner, the Owner's Project Manager shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. No act or omission of the Owner made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

15.2 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.

15.3 The Owner's Project Manager shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

15.4 The Owner's Project Manager shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

15.5 The Owner's Project Manager acknowledges and agrees that the Owner's Project Manager and/or assistant Owner's Project Manager shall be at the Project site for meetings and inspections in accordance with Attachment A to this contract (Scope of Services), and each shall possess an unrestricted Massachusetts Construction Supervisors' License.

15.6 The Owner's Project Manager will at all time remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.

15.7 Except as provided in the immediately following sentence, the Owner's Project Manager will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding Authority by its decisions and the Owner's Project Manager will not hold itself out as the Awarding Authority's agent. The Owner's Project Manager shall act in the capacity of an agent or representative of the Awarding Authority only to the extent as expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Owner's Project Manager in writing.

ARTICLE 16: SUBCONSULTANTS

16.1 The Owner's Project Manager may employ Subconsultants, subject to the prior written approval of the Owner in order to perform Basic, Extra and Reimbursable services under this

Contract. The employment of Subconsultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the Owner's approval of a Subconsultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

16.2 Upon request, the Owner's Project Manager shall provide the Owner copies of its agreements with Subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Subconsultants.

16.3 No substitution of Subconsultants and no use of additional Subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

16.4 The OPM shall be responsible for all compensation to be paid to a Subconsultant. No Subconsultant shall have recourse against the Owner for payment of monies alleged to be owed to the Subconsultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Subconsultants language so providing.

16.5 All contracts between the Owner's Project Manager and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.

16.6 All subconsultants are subject to the Insurance provisions as described in Article 11.

ARTICLE 17: CERTIFICATIONS

17.1 The Owner's Project Manager certifies that:

1. The wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete and current at the time of contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Owner's Project Manager for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Owner's Project Manager of a contract by the Owner's Project Manager.
5. No person, corporation or other entity, other than a bona fide full time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Owner's Project Manager.

ARTICLE 18: MISCELLANEOUS

18.1 This Agreement will be interpreted in accordance with and governed by the laws of the Commonwealth of Massachusetts.

18.2 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

18.3 This Agreement represents the entire and integrated agreement between the Awarding Authority and the Owner's Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4 This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Owner's Project Manager and its permitted successors and permitted assigns. The Owner's Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended as mutually agreed by the Awarding Authority and the Owner's Project Manager to make such insertion or correction.

18.6 The Awarding Authority acknowledges that it will obtain the services of the Designer (which term shall be understood to also include all design professionals utilized in the Project) during the design, construction, and final closeout phases of the project and will retain the services of Contractors, to whom it has respectively delegated full, specific project design and construction and safety responsibilities; and, the Awarding Authority will obtain the services of others such as testing and inspection agencies and attorneys. As such, the services of the Owner's Project Manager are intended to afford the Awarding Authority assistance in administering the services of others, and are

not to include responsibility, in any way, for the work of others. In the event the Designer fails to perform its work, and/or any Contractors fail to maintain a safe jobsite and/or properly perform their Work, for example, the Awarding Authority will not look to the Owner's Project Manager for the Awarding Authority's losses due to the failure of the Designer, the Contractors and/or others to perform their respective obligations.

18.7 No employee or official of the Awarding Authority shall assume any personal liability pursuant to this Agreement.

18.8 No consent or approval required under this Agreement shall be effective unless given in writing and signed by the party whose consent or approval has been sought. All notices hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (a) delivered by hand, (b) sent by a national recognized overnight courier or (c) sent by registered or certified mail, return receipt requested, postage prepaid;

Awarding Authority:

Town of Norwell Board of Selectmen
345 Main Moraine Street
Norwell, MA 02061
Attention: Peter Morin, Town Administrator

Owner's Project Manager:

_____ Attention:

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that PMA Consultants LLC has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification Number

Signature of Managing Member

Date _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement by its duly authorized representatives to be executed on the day and year first above written.

(CONSULTANT)

TOWN OF NORWELL,
By its Board of Selectmen

By: _____
Signature

Print Name

Print Title

Date: _____

Date: _____

In accordance with M.G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this Agreement for Phase I is available therefore and that the Board of Selectmen has been authorized to execute the Agreement and approve all requisitions and change orders.

By: _____
Town Accountant

Print Name

Approved to as to form:

Town Counsel

Schedule of Attachments

Attachment A: Scope of Work

Attachment B

Request for Qualifications for OPM Services, issued _____(date)

Attachment C

Proposal submitted by (CONSULTANT) dated _____

Attachment D:

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 \$[insert total fee amount]. The \$[insert total fee amount] 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 \$[insert total fee amount]. 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

Title	Rate/Hr.
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(Insert Schedule Here)

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>
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Feasibility Study/Schematic Design Phase

Design Development/Construction
Document/Bidding Phase

Construction Phase/Final Completion

Extra Services
(Identify by Category)

Reimbursable Expenses
(Identify by Category)

Independent Cost Estimates

Task 8.2.2 – Up to two estimates	\$_____per estimate
Task 8.4.2 – One Estimate	\$_____per estimate