

**CONTRACT FOR PROJECT MANAGEMENT SERVICES**

This Contract is made this 5 day of August in the year 2021 between  
the Tri-County Regional Vocational Technical School District, 147 Pond Street

Franklin, Massachusetts, 02038  
(City) (State) (Zip Code)

hereinafter called "the Owner" and Dore and Whittier Management Partners, LLC  
(Owner's Project Manager)  
260 Merrimac St, Newburyport, Massachusetts, 01950  
(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 the Tri-County Regional Vocational Technical School, 147 Pond Street, Franklin, MA

(name/description of Project)  
(the "Project"), as described in the Request for Services issued on June 2<sup>nd</sup>, 2021 (the "RFS").

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  
Karen M. Maguire  
(print name)  
Superintendent - Director  
(print title)

By Karen M. Maguire  
(signature and seal)  
Date 9/20/21

OWNER'S PROJECT MANAGER  
Michael Burton  
(print name)  
Partner - Dore & Whittier Management Partners  
(print title)

By [Signature]  
(signature)  
Date August 5<sup>th</sup>, 2021

**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 a monthly percentage basis for the amount allocated for each phase. The three phases are defined in Modules 2, 3 and 4 on the MSBA's website, and outlined in the OPM and Architect's Standard Contracts. The fee will be based on the below fees. The \$300,000 fee for Basic Services related to this contract will be billed as a lump sum based on the phase of the work. The Owner's Project Manager shall invoice the Owner based on percentage of work complete in each phase pursuant to this contract. During the course of the feasibility and Schematic Design Phase Contract, the rates shall be in effect for the duration of this initial scope of work, and are illustrated in the following table:

**Hourly Rate Schedule**

<b><u>Title</u></b>	<b><u>Rate/Hr.</u></b>
Principal	\$225
Project Director	\$195
Project Executive	\$195
Sr. Project Manager	\$165
Project Manager – Cost/Field	\$155
Assistant Project Manager	\$135
Site Representative	\$125
Administrative/Office Support	\$75

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

<b><u>Project Phase/Item of Work</u></b>	<b><u>Not-to-Exceed Fee</u></b>	<b><u>Completion Date</u></b>
Pre Designer Selection	\$40,000	TBD
Feasibility Phase	\$130,000	TBD
Schematic Design	\$130,000	TBD
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	\$3,000 – Existing Conditions	N/A
	\$6,000 – PSR – 4 Options (NTE)	N/A
Task 8.4.2 – One Estimate	\$25,000 – Schematic Design	N/A