

TOWN OF WESTWOOD

CONTRACT & GENERAL CONDITIONS

FIRE-24-C-016

Date: March 15, 2024

This Contract is entered into on, or as of, this date by and between the Town of Westwood (the "Town"), and

OPM

("Contractor")

(Mailing Address of the Contractor)

(Telephone)

(Fax)

(Website)

1. This is a Contract for the procurement of the following:

Owner's Project Manager (OPM) Services for Fire Station 1

2. The Contract price to be paid to the Contractor by the **Town of Westwood** is:

\$XXX.00

3. Payment will be made as follows:

Within 30 days of invoice received.

**AGREEMENT FOR OWNER’S PROJECT MANAGER SERVICES
TOWN OF WESTWOOD - FIRE STATION 1 PROJECT**

The following provisions shall constitute an Agreement between the Town of Westwood, acting by and through its Permanent Building Construction Committee, hereinafter referred to as the “Awarding Authority”, located at: Westwood Town Hall, 580 High Street, Westwood, MA 02090 and Owner’s Project Manager (OPM), hereinafter referred to as the “Project Manager”, effective as of the 15th day of March, 2024.

In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

Scope of Services Authorized in this Agreement

This Agreement establishes the Owner’s Project Management Agreement between the Town of Westwood and OPM, dated March 15, 2024 for the Design and Bid Phase services for Westwood Fire Station 1, as amended.

This Agreement covers the Owner’s Project Manager (OPM) services that OPM, the OPM, will perform on the Fire Station 1 Project, during construction administration and closeout phases of the Project, to be defined after Bidding.

The fee for the OPM services authorized in this Agreement is a lump sum amount of \$xx.

1.1. Generally.

1.1.1. The Project Manager will perform all project manager services that are necessary and appropriate for the management of the planning, design, construction and administration of the project named above (the “Project”), including the Scope of Services described on Schedule A attached hereto, which is incorporated by reference into this Agreement. (the “Project Manager Services”).

1.1.2. The Project Manager is the Awarding Authority’s Owner’s Project Manager during the planning, design, bid and construction phases of the Project, as described in G.L.c. 149 Section 44A ½.

1.1.3. The Project Manager shall endeavor to maintain a harmonious and effective working relationship between the Awarding Authority, the Project Designer and the Contractors.

ARTICLE 2: AWARDING AUTHORITY’S RESPONSIBILITIES

2.1. The Awarding Authority shall perform its obligations under this Agreement, through the Permanent Building Construction Committee.

2.2. The Awarding Authority has retained a professional design firm (the “Designer”) to design the Project and to administer the construction contract for the Project.

2.3. The Project Manager shall not be responsible for the design or the construction of the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1. The Project Manager shall perform the Project Manager Services in a prompt and expeditious manner, generally consistent with the Schedule at Attachment C.

3.2. If the performance of the Project Manager Services is significantly delayed by an act, event or circumstances beyond the Project Manager’s ability to control, the Project Manager may submit a written request to the Awarding Authority for a reasonable extension of time to perform the services required under this Agreement.

3.3. The Project Manager shall regularly monitor and track the actual level of time it spends on the various portions of this Project compared to the schedule provided on Attachment C. The Project Manager shall keep the Awarding Authority advised of any shifts in the levels of the manpower needed to provide Project Manager Services on the Project.

ARTICLE 4: COMPENSATION

4.1. In consideration of the performance of the Project Manager Services required for the Project during the construction administration and closeout phases of the Project, the Awarding Authority agrees to compensate the Project Manager in the lump sum amount of \$xx as set forth in Attachment B.

4.2. The hourly billing rates listed on Attachment B for the Project Manager’s key employees shall remain unchanged through the course of the Project except as noted. It shall be used in the event the Project Manager is authorized by the Owner to provide Additional Services. In the event an employee is replaced during the course of the Project, the hourly billing rate for the replacement employee shall not exceed the hourly rate for the position, as provided on Attachment B.

4.3. For Additional Services that may be authorized by the Owner pursuant to this Agreement, the Project Manager shall be entitled to a mark-up of 10% on the direct costs billed by consultants to the Project Manager.

4.4. If authorized by the Owner, the Project Manager shall be entitled to reimbursement for its actual costs for out-of-state travel, over-night deliveries and large printing assignments that it doesn’t perform in-house, but without any mark-up.

4.5. The Awarding Authority may request the Project Manager to perform “Additional Services” to those described in the Scope of Services in Attachment A. The Project Manager shall provide the Awarding Authority with an estimate of the expected costs for any Additional Services or Reimbursable Costs requested by the Awarding Authority. The Project Manager shall provide any information the Awarding Authority may request relating to a request for Additional Services or Reimbursable Costs.

4. 6. The Awarding Authority and the Project Manager shall agree, in writing, prior to the Project Manager's performing any Additional Services or incurring any Reimbursable Costs on the Project, that are not listed on Attachment B.

4. 7 The Project Manager shall submit monthly to the Awarding Authority applications for payment for the Project Manager Services and Reimbursable Costs that have been performed on the Project, during the preceding monthly period.

4. 9. Payment shall be made by the Awarding Authority to the Project Manager, within thirty (30) days after the application for payment is received by the Awarding Authority, provided such application is in proper form.

ARTICLE 5: AGREEMENT DOCUMENTS

5.1. The following documents are incorporated by reference into this Agreement and those documents shall be considered part of the Agreement:

1. Attachments to the Agreement.
2. Any Amendments to this Agreement that are subsequently executed by the Project Manager and the Awarding Authority.

ARTICLE 6: TERMINATION

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Project Manager with written notice of any of the following:

1. Failure of the Project Manager to perform, in a timely and proper manner, its obligations under this Agreement.
2. Violation of any material provision of this Agreement by the Project Manager.
3. A determination by the Awarding Authority that the Project Manager has engaged in fraud, waste, mismanagement or misuse of funds, with regard to any funds or services provided under this Agreement.

6.2. The Awarding Authority may terminate this Agreement without cause and for its convenience, upon thirty (30) days prior written notice to the Project Manager.

6.3. If the Awarding Authority fails to make payment to the Project Manager of amounts due and owing as provided in Article 4, the Project Manager may provide written notice to the Awarding Authority of such failure, and if the Awarding Authority has not cured such failure within thirty days of receipt of such notice, the Project Manager may terminate this Agreement.

6.4. If the Awarding Authority fails to perform any of its material obligations other than as provided in Paragraph 6.3, the Project Manager may provide written notice of such failure to the Awarding

Authority, and if the Awarding Authority has not cured such failure within thirty (30) days after receipt of such notice, the Project Manager may terminate this Agreement.

6.5. In the event of a termination of this Agreement under paragraphs 6.2, 6.3, or 6.4, the Project Manager shall be compensated for all services satisfactorily performed prior to the effective date of such termination, subject to any reasonable claims of the Awarding Authority against the Project Manager. In no event shall the Project Manager have any claim for lost profits against the Awarding Authority, as a result of a termination of this Agreement.

ARTICLE 7: INDEMNIFICATION

7.1. The Project Manager agrees to indemnify, defend, and hold harmless the Awarding Authority, its departments, officials and employees from any claims, damages, causes of actions, losses, expenses, including attorneys' fees, to the extent such claims, damages, causes of action, losses, and expenses are based on or arise out of negligent acts or omissions of the Project Manager or its consultants or agents. The indemnification obligation of the Project Manager is in addition to, and not a limitation of, any other right or remedy otherwise available to the Awarding Authority under this Agreement and at law.

7.2. The Project Manager shall be solely responsible for all local taxes or contributions imposed on the Project Manager under Social Security, Workers' Compensation, and Income Tax laws with respect to its duties and obligations under the Agreement.

ARTICLE 8: AVAILABILITY OF FUNDS

8.1 The compensation payable to the Project Manager under this Agreement shall be subject to the availability and appropriation of funds by the Town of Westwood. At the time this Agreement is entered into, the Town of Westwood has funding to cover the Project Manager's services through the completion of the Fire Station 1 Construction Bid Documents.

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW

9.1. The Project Manager shall provide all Project Manager Services with reasonable diligence, and in a manner: (i) that is expeditious, and economical based on the provisions of this Agreement, and (ii) that demonstrates an understanding of the established schedule, budget and other Awarding Authority objectives for the Project.

9.2. The Project Manager represents that all Project Manager 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.

9.3. Standard of Care – The Project Manager shall perform the Project Manager Services required under this Agreement in accordance with the degree of care and skill ordinarily exercised under similar circumstances by an Owner's Project Manager on a public construction project in Massachusetts.

ARTICLE 10: ASSIGNMENT

10.1. The Project Manager shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS

11.1. All amendments or any other changes to the provisions of this Agreement shall be made in writing, signed by the Awarding Authority and the Project Manager.

ARTICLE 12: INSURANCE

12.1. The Project Manager shall provide at its own expense and maintain during the term of this agreement insurance policies that cover the services provided by the Project Manager related to this Agreement, issued by responsible insurers satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts. All insurers must have a rating of A- or better, as determined by A.M. Best Co.

12.2. The Project Manager shall provide the Awarding Authority with one or more Certificates of Insurance demonstrating that the Project Manager has obtained the following insurance coverage:

- (a) **Professional Liability:** \$1,000,000 per Claim
 \$1,000,000 Policy Aggregate Limit

Coverage shall be maintained for a period of six (6) years after the date of final payment by the Awarding Authority to the Project Manager or the date of completion of the services provided hereunder, whichever is earlier.

- (b) **Commercial General Liability (“CGL”)**
\$1,000,000 General Aggregate Limit per Project/Location
\$1,000,000 Each Occurrence

- (c) **Business Automobile Liability:**
\$1,000,000 Each Accident – Single Limit for all owned, hired and non-owned autos.

- (d) **Workers’ Compensation/Employer’s Liability:**

The Project Manager shall provide Worker’s Compensation insurance, in the amounts required by statute.

12.3. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages are in force shall be filed with the Awarding Authority prior to the execution of this Agreement and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and expiration dates of policies. All insurance policies required hereunder 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.

ARTICLE 13: DOCUMENTS AND DELIVERABLES

13.1. All documents, plans, drawings, reports and data (“Documents”) prepared by the Project Manager under this Agreement, all Documents received by the Project Manager in connection with this Agreement, and all Documents delivered to the Awarding Authority by the Project Manager under this Agreement, shall become the property of the Awarding Authority.

ARTICLE 14: NOTICE

14.1 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 telephone, email or facsimile, but shall be followed by notice in writing in the manner set forth above, as soon as practicable.

ARTICLE 15: DISPUTE RESOLUTION

15.1. 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 resolution by Norfolk County Superior Court, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: STAFFING

16.1. It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority.

16.2. The Project Manager’s key employees assigned to the Project shall be experienced in projects similar in size, scope and complexity to the Project. Each such employee shall be appropriately licensed, certified and qualified by training and experience in their respective fields. The Awarding Authority reserves the right to require replacement of any employee assigned to the Project by the Project Manager, in which event the Awarding Authority shall first discuss the reasons for the replacement with the Project Manager and then the Project Manager shall be given a reasonable period of time to propose a replacement for the employee, as described in Section 16.4.

16.3. The following key employees of the Project Manager have been assigned to the Project: Name – Project Director; Name – Project Manager and Name – Construction Site Manager. Copies of their resumes are attached at Attachment D.

16.4. In the event any of the key employees listed in Section 16.3 is to be replaced, the Project Manager shall propose a replacement who has qualifications and experience that is at least equal to the qualifications and experience of the employee that is being replaced. The Project Manager shall not

assign to the Project any replacement employee to the Project, if the Awarding Authority has reasonable objection to the qualifications of the replacement employee.

16.5. The Project Manager will at all times remain an independent contractor and is not, and agrees not to hold itself out to be an employee of the Awarding Authority.

ARTICLE 17: CERTIFICATIONS

17.1. The Project Manager certifies that:

1. 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.

2. No consultant to the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant of a contract by the Project Manager.

3. No person, corporation or other entity, other than a bona fide employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the 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 Project Manager.

4. It has internal accounting controls as required by M.G.L.c. 30, §39R and that the Project Manager has filed and will continue to file an audited financial statement as required by M.G.L.c. 30, §39R (d), if and to the extent required by law.

ARTICLE 18: MISCELLANEOUS

18.1. This Agreement will be interpreted in accordance with 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.

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

18.4. The 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 required 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 the Agreement shall be read as if such provision were included and correctly inserted.

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

OWNERS PROJECT MANAGER’S NAME

By: _____
OPM—Signature

OPM—Title

Date: _____

TOWN OF WESTWOOD

By: _____
Christopher T. Coleman
Chief Procurement Officer

Date: _____

CERTIFIED AS TO APPROPRIATION

By: _____
Marie O’Leary, Town Accountant
G/L #

Date: _____

PO #

APPROVED TO FORM

By: _____
Patrick J. Ahearn, Town Counsel

Date: _____

ATTACHMENT A

OPM SCOPE OF SERVICES

INTRODUCTION

The Services to be provided by the OPM are generally described as:

Project Management (“OPM”) Services for Town of Westwood Fire Station 1 Project.

A. The OPM shall provide all necessary day-to-day and ongoing project management services during the planning, design, and bidding phases of the Project. The Owner may authorize the OPM in writing, to perform OPM services after the Bid Phase. If the Owner authorizes the OPM in writing, to perform OPM services after the Bid Phase, the OPM fee will be negotiated and adjusted to cover the OPM services for subsequent Phases of the Project.

B. The OPM shall perform its services in a satisfactory and proper manner. The OPM’s scope of work involves representing the Owner throughout the Project. The Owner for this Project is the Westwood Permanent Building Construction Committee (PBCC). The OPM shall be responsible for performing the services associated with the project management of a public building, as described in M.G.L. chapter 149 Section 44A ½.

C. The OPM shall be responsible for the management of the Project as the Owner’s representative and shall work at the direction of and report to the Owner. The OPM shall not have responsibility for the design or the construction of the Project. Such responsibilities shall remain with the Designer and the Contractor (“Contractor”). However, the OPM is encouraged to make recommendations, from time to time, to improve the design or to reduce the costs of the Project.

D. The Tasks identified hereafter apply to the OPM services that will be provided on the Project. In this Agreement, the OPM is authorized to perform services listed in Tasks 1 through 4.

CONSTRUCTION ADMINISTRATION PHASE

Upon award of the construction contract, the OPM shall undertake the following tasks:

Task 5 Insurance

- a. Confirm that the correct certificates of insurance and bonds in proper form are obtained from the Designer, the Contractor, their various consultants, subcontractors, and vendors and are forwarded to the Owner.

Task 6 Construction Site Manager

- a. OPM shall provide a Construction Site Manager for daily construction monitoring of the construction. Tasks for the Construction Site Manager shall include keeping a daily log containing a record of weather, the contractor's work on the site, number of workers, safety status on the Project, equipment in use, work accomplished, materials stored, problems encountered, verbal instructions and interpretations given to contractors, verification of contractor's claims for extra work on changes as well as scheduling and coordinating all required testing and other similar relevant tasks.
- b. The daily copies of the Construction Site Manager's reports, as well as weekly summaries, will be forwarded electronically to the Owner.
- c. Monitor and observe the performance of the work, and make recommendations to the Owner and Designer with respect to rejection of any work that does not conform to the Contract Documents. The OPM shall endeavor to obtain satisfactory performance from the Contractor, and shall recommend a course of action to the Owner and Designer when requirements of the construction contract are not being fulfilled.
- d. Review the Contractor's proposed construction baseline schedule with the Designer and provide comments to Owner regarding the sequence of construction, time duration for construction operations, placement of orders for long lead time items, and significant milestone dates. Obtain a two week "look ahead schedule" from the Contractor and review monthly updates of the Contractor schedule and furnish to the Owner any conflicts, schedule milestones, schedule slippage, recommended site "walk-throughs" or other important information concerning schedule.
- e. Schedule and attend weekly construction job progress meetings with the Designer, the Contractor, the Construction Site Manager, and/or other persons, as necessary or appropriate, at reasonable times and places to discuss procedures, progress, problems, scheduling, budget and the like. OPM shall prepare the agenda for the weekly construction progress meetings. At all such meetings, OPM shall act as a representative of the Owner. Prepare the minutes for each weekly construction meeting. Identify any significant issues of work quality, contract performance, scheduling and work progress raised at the job meetings in a monthly progress report to the Owner. Present, at the next job meeting, any significant issues not included in the minutes of the previous meeting.
- f. Authorize, on behalf of the Owner, on an emergency basis, changes to the work. Notify the Owner of all such directives as soon as possible. Emergency basis shall mean only those situations where a delay in obtaining Owner approval of the change will endanger the health or safety of persons or property, or if a delay in authorizing a change may result in a delay in the progress of construction.
- g. Review the Weekly Wage Reports and payroll certifications that are submitted by the Contractor and the Subcontractors to verify that the workmen are being paid the

Prevailing Wage Rates that are applicable during the construction of the Project and for compliance with applicable Affirmative Action Hiring requirements. Investigate any claims that Prevailing Wage Rates are not being paid to workmen and, if the Contractor or Subcontractors do not immediately correct the problem, contact the Prevailing Wage Enforcement Unit in the Attorney General's Office.

- h. Meet with Contractor and inform Owner and Designer of problems with poor or inadequate working conditions and the storage of materials, both on and off site.

Task 7 Construction Contract Administration

- a. In coordination with the Designer, review the contractor's draft application for payment, or "pencil requisition", together with any supporting data submitted by the Contractor. The OPM shall provide written comments to the Designer and Owner, with recommendations as to the amounts the OPM believes the Contractor should be paid for any item on the Schedule of Values where the OPM does not agree with the amount requested by the Contractor. Notwithstanding the OPM's review of requisitions, the Designer shall certify the amount of payments due to the Contractor. The OPM shall also review and comment on vendor requisitions, including those of testing companies, utility companies and equipment or furniture providers.
- b. Prepare and maintain a master change order log for the construction Project, incorporating all change directives, change orders, change requests, and change proposals, noting who initiated same and status, and recording estimated cost and final cost. The OPM shall review all change orders and shall, when requested by the Owner, negotiate on behalf of the Owner with all parties involved. The OPM shall distribute updated copies of the change log to the Owner, the Designer and the Contractor on a monthly basis.
- c. The OPM shall assist the Designer in the review, evaluation, resolution and documentation of claims including but not limited to claims by the Contractor for additional time, claims for additional cost, claims for concealed or unknown conditions, and claims for errors or omissions in the contract plans and specifications.
- d. In collaboration with the Designer, the OPM shall recommend to Contractor procedures for expediting, processing and obtaining the Designer's approval of shop drawings, product data, submittal log for identification of scheduling issues and provide comments thereon to the Designer. The OPM shall make recommendations to the Owner and the Designer with respect to the use of substitutions and monitor status of submittals through the Contractor's submittal logs.
- e. The OPM shall be responsible, with the Owner's approval, for selecting, retaining and coordinating services of special consultants and testing laboratories required for the Project and not provided by the Designer or the CM.

- f. The OPM shall alert the Owner, Designer and CM if it observes any violations of State or Federal Safety Procedures, or Building Code violations.

PROJECT CLOSEOUT AND MOVE-IN PHASE

Task 8 Substantial Completion

- a. After the Designer determines that the Project, or a designated portion thereof, is substantially complete, the Contractor shall prepare a preliminary list of open or unfinished items of work. The Designer, the OPM and the Owner shall review the Contractor's preliminary list and may add or deduct items from that list. Upon review and acceptance by the Designer, the OPM and Owner of the Contractor's preliminary list, the Designer and the OPM shall jointly monetize the list which shall be considered the final monetized punchlist to be completed as required by M.G.L. chapter 30 section 39K and by the provisions in the Contractor contract requiring final completion of the Contract. The OPM shall assist the Owner by directing the Contractor to complete the final monetized punchlist within the 30 day period specified in M.G.L. chapter 30 section 39K.
- b. For purposes of paragraph a, above, the Designer shall consider the Project or a designated portion thereof, to be substantially complete when it is ready for the Owner to have full and unrestricted use of the Project or a designated portion thereof, for its intended purpose and all required occupancy permits have been obtained by the Contractor.

Task 9 Coordination of Owner's Purchases of Materials and Equipment, and Moving and Relocation Activities

If authorized by the Owner to do so, the OPM shall:

- a. Coordinate and schedule the delivery, storage, protection, final placement or installation and security of purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project, or accepted for beneficial use by the Owner.
- b. Maintain complete records related to such items including specifications, vendor contracts and purchase orders.
- c. Coordinate the relocation and moving activities for the relocation and moving of furniture, furnishings, equipment and supplies to the Project.

Task 10 Testing, Commissioning, Hardware and Start-Up

If authorized by the Owner to do so, the OPM shall:

- a. With the assistance of the Designer and Owner's school maintenance personnel, the OPM shall schedule, coordinate and observe the balancing of the HVAC System, Contractor's final testing, flushing, commissioning and start-up of utilities, operational systems and equipment.

- b. The OPM or their consultant shall review commissioning services and reports that are prepared on the Project.

Task 11 Project Close-Out

- a. Following the Designer's Issuance of a Certificate of Substantial Completion for the work or designated portion thereof, the OPM shall coordinate the Contractor's completion of the remaining work with School officials, and the Designer. The OPM shall evaluate the completion of the work and make recommendations to the Designer and Owner prior to making final inspections.
- b. The OPM will work with Designer and Contractor to ensure that:
 - The Town's Building inspectors have executed appropriate completion certificates for the work.
 - The Owner has received:
 - Warranties
 - Operating Manuals
 - Set of Shop Drawings
 - Set of final approved as-built drawings in both paper and electronic formats
 - Fully executed Certificates of Occupancy
 - Final payments have been made to
 - OPM
 - Designer
 - Contractor
 - Bonds have been returned
 - All items on Final Monetized Punchlist have been completed, unless the Owner agrees to waive completion of certain items.
 - Designer, Contractor and sub-contractors have been paid their agreed upon contract balances which will constitute a release of all such claims.
 - The OPM shall issue a letter stating that the building has been inspected, found to meet the contract documents, as revised by the Designer and is now ready to be used for its intended purpose, (Final Project Acceptance Letter).

Task 12 Contractor DCAM Evaluation

- At the completion of the work, OPM shall prepare and submit to DCAM, the evaluation of the Contractor's performance on the Project, as required by DCAM.

ATTACHMENT B

OPM COMPENSATION

OPM'S BASIC SERVICES FEE

ADDITIONAL SERVICES RATES

CONSULTANT COSTS

ATTACHMENT C – PRELIMINARY PROJECT SCHEDULE

The project schedule and general time commitments are as attached.