

CONTRACT FOR PROJECT MANAGEMENT SERVICES

CONTRACT #SCH-19-C-001

AMENDMENT NO. 3

WHEREAS, the Westwood Public School District acting on behalf of the Town of Westwood (“Owner”) and Compass Project Management, Inc., (the “Owner’s Project Manager”) (collectively, the “Parties”) entered into a Contract for Project Management Services for the Hanlon Elementary School Project on May 7, 2019 “Contract”; and

WHEREAS, effective as of **May 7, 2021**, the Parties wish to amend the Contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Parties wish to adjust the billing schedule to accommodate a revised schedule for the Feasibility Study reflecting an MSBA Board approval of a PSBA in April 2021. The adjusted billing schedule below shall replace the schedule included in Attachment A of the contract.

Phase	Period	Unit Amount	Duration(mos)	Total
Designer Selection	6/19 thru 10/19	\$ 10,303	5	\$ 51,514
PDP/PSR	11/19 thru 8/20	\$ 18,670	10	\$ 186,695
SD / Town Approval	9/20 thru 2/21	\$ 16,443	6	\$ 98,655
add. SD/Town Approval	3/21 thru 4/21	\$ 20,000	2	\$ 40,000
DD	5/21 thru 10/21	\$ 20,000	6	\$ 120,000
				\$ 376,864
FS/SD Estimating			Estimating	\$ 24,766
DD Estimating				\$ 17,000
				\$ 538,630

2. For the performance of services required under the Contract, as amended, the Owner’s Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services	MSBA Code	Original Contract	Current Contract	This Amendment	After this Amend	Complete Date
OPM Feasibility Study Phase	0001-0000	\$361,630	\$401,630	\$0	\$401,630	Apr. 2021
OPM DD Phase	0102-0400	NA	NA	\$120,000	\$120,000	Oct. 2021
DD Phase Estimate	0102-1100	NA	NA	\$17,000	\$17,000	
TOTAL FEE			\$401,630	\$137,000	\$538,630	

This Amendment is a result of: A mutually agreed revision to the project schedule. Services under this contract shall be completed by October 31, 2021. Any services required after that date shall be invoiced at the rates included in the contract.

3. The Construction Budget shall be as follows:

Original Budget: \$TBD _____

Amended Budget \$TBD _____

4. The Project Schedule shall be as follows:

Original Schedule: FS/SD thru October 2020

Amended Schedule (amend. #2) FS/SD thru April 2021

Amended Schedule (amend. #3) DD thru October 2021

5. The Authority's standard OPM Contract is incorporated by reference herein and is made a part of the Contract in its entirety.

6. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Owner's Project Manager have caused this Amendment to be executed by their respective authorized officers.

OWNER


Emily Parks
Superintendent of Schools

By _____
(signature)

Date _____

OWNER'S PROJECT MANAGER

Timothy J. Bonfatti
President

By 
Date: May 7, 2021

CERTIFIED AS TO APPROPRIATION

By: _____
Marie O'Leary, Town Accountant
G/L #320-978-5841

Date: _____
PO#17163

APPROVED TO FORM

By: _____
Patrick J. Ahearn, Town Counsel

Date: _____