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ROBERT P. GARRITY
DAVID S. KNISELY

March 14, 2014

Patrick Meagher
Assistant Superintendent
Carver Public Schools
3 Carver Square Blvd.
Carver, MA 02330

RE: Status of Design and OPM Contracts for New Elementary School Project --
Carver

Dear Mr. Meagher,

The Town has asked me for my opinion regarding whether the OPM Contract and the Design Contract remain in effect. For the reasons stated below, it is my opinion that both contracts remain in effect.

Owner's Project Management Services Contract ("OPM Contract")

The OPM Contract between the Town of Carver (the "Town") and Daedulus Projects, Inc. ("Daedulus") was dated December 5, 2008 and executed in early 2009.

The scope of services for the OPM Contract included the OPM services that would be required during all Phases of the Project, including: the Feasibility Study; Schematic Design; Design Development; Construction Documents; Bidding and the Construction Phase.

The \$40,000 N.T.E. OPM Fee in the OPM contract covered the OPM services for the Feasibility Study Phase and the Schematic Design Phases of the work.

The Contract specifically provided the Owner with the option to authorize the OPM to proceed to provide OPM services in subsequent phases of the Project from the Design Development Phase through the Construction Phase. If the Town wants Daedulus to perform OPM services after the Schematic Design Phase, it would simply negotiate an amendment to the OPM Fee to cover the OPM's services that will be required if the Project proceeds into subsequent phases.

In my opinion, the OPM Contract with Daedulus remains in effect. If the Town decides to continue Daedulus' services into the Design Development and Construction Phases of the Project, the Owner and the Designer would only need to negotiate and execute an amendment to establish the revised OPM Fee, as well as any other contract revisions the Owner deems appropriate.

Contract for Designer Services

The Contract for Designer Services ("Design Contract") between the Town and the Design Partnership of Cambridge, Inc. ("DPC") was dated September 29, 2009.

The scope of the Design Services in the Design Contract include the full range of design services that would be required to complete the Project, including the Feasibility Study, the Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Phases of the Project.

At the time the Design Contract was executed, the Designer was authorized to perform the Feasibility Study (\$180,000 fee) and the Schematic Design (\$448,000 fee).

The Owner has the contractual right to authorize the Designer to perform design services on all the subsequent phases of the Project, subject to the negotiation of a mutually agreed Amendment to the Contract to establish the revised Design Fee, as well as any other contract revisions the Owner deems appropriate.

In my opinion, the Design Contract between the Town and DPC is still in effect. If the Town decides to continue DPC's services into the subsequent Phases of the Project, the Owner and the Designer would only need to negotiate and execute an amendment of the Design Fee, as well as any other contract revisions the Owner deems appropriate.

If you have any questions, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. P. Garrity', with a long horizontal flourish extending to the right.

Robert P. Garrity

RPG/cs