

EXHIBIT A

PRE-CONSTRUCTION SERVICES AGREEMENT SCOPE OF WORK

The City and Contractor agree to the following scope of services to be provided by Contractor during the period prior to the City and Contractor entering into a construction agreement (the “Pre-Construction Phase”):

1. General

- 1.1. Consult with, advise, assist and make recommendations to the City, Architect and Project Manager (collectively the “Project Team”) on all aspects of the design and planning for construction.
- 1.2. Attend all Project meetings and actively participate in identification and resolution of design, construction, scheduling, budget and historic preservation issues as they emerge.
- 1.3. Conduct investigations of existing conditions, as directed by the Project Manager.
- 1.4. Provide information, schedule estimates, phasing schemes and participate in decisions regarding construction phasing.
- 1.5. Provide input for the Project Schedule prepared by the Project Manager to assure proper coordination of design work, cost estimates, permitting, bidding and commencement of construction. Contractor will be responsible for creation and maintenance of the detailed construction schedule for use during construction activities.
- 1.6. Provide input as to current construction industry practices and participate in decisions regarding historic preservation, value engineering, delivery schedules, construction costs, construction methods, materials and systems.
- 1.7. Review in-process design documents and provide input and advise with respect to constructability, alternative materials and methods, availability of materials and labor, and time requirements of procurement and construction.
- 1.8. Develop a construction phasing plan to assure project delivery in conformance with City’s desired occupancy date.
- 1.9. Review completed construction documents and suggest modifications to improve completeness or clarity.
- 1.10. Recommend division of the work to facilitate bidding and award of subcontracts.
- 1.11. Continuously monitor the Project Schedule and advance procurement of long lead items to ensure delivery by required dates.

2. Pre-Construction Cost Management Services

2.1. Contractor will prepare construction cost estimates for the Project.

2.1.1. Schematic Design Estimate. Upon receipt of the 100% Schematic Design drawings, the Contractor will prepare a Schematic Design Cost Estimate based on such drawings and discussions with the Project Team (SD Estimate). This SD Estimate shall be accompanied by a detailed list of cost saving and value engineering recommendations. The Contractor will meet with the Project Team and fully explain the details of the cost estimate, the assumptions regarding the estimate, and the list of cost saving and value engineering recommendations.

2.1.2. Design Development Estimates: Upon receipt of the 100% Design Development drawings, the Contractor will prepare a Design Development Cost Estimate based on such drawings and discussions with the Project Team (DD Estimate). This DD Estimate shall be accompanied by a detailed list of cost saving and value engineering recommendations. The Contractor will note causes for cost changes from the SD Estimate including such items as design changes, scope changes, or changes in the marketplace. The Contractor will meet with the Project Team and fully explain the details of the cost estimate, the assumptions regarding the estimate, and the list of cost saving and value engineering recommendations.

2.1.3. Construction Documents – 50% Estimate: As the Construction Documents are developed, the Contractor shall continue to review and refine the current cost estimate and advise the Project Team as to the status of the construction budget. The Architect will deliver a set of 50% Construction Documents to the Contractor which will serve as the basis for the 50% Construction Document Cost Estimate. Based on the 50% Construction Documents, the Contractor shall provide a detailed update of the 100% Design Development Cost Estimate and a cost status report. The cost status report will identify any differences between the 100% DD Estimate and the 50% Construction Document Cost Estimate. If the estimated cost exceeds the Project Budget, the Contractor will make recommendations to the Project Team to reduce the estimated construction costs so that it is within the budget. The Contractor shall assist and advise the Project Team in exploring alternative approaches in an attempt to minimize total Project Costs.

2.2. Bid/Negotiation: Prior to completion of the construction documents, the Contractor will contact potential subcontractors and suppliers to encourage their interest in bidding. The Contractor will develop a detailed sub-bidding plan for the project and will present the plan to the City for review and approval. When final Construction Documents are available, or at an earlier time if agreed to by the City, the Contractor will conduct an open sub-bidding process consistent with the agreed-upon plan with the goal of obtaining a minimum of three sub-bids for each Project element. The Contractor will bid all work, including work the Contractor would like to self-perform.

2.3. Guaranteed Maximum Price (GMP): At a point in time agreed upon by the City and Contractor, the Contractor will present a proposed GMP to the City. The City and Contractor shall negotiate in good faith to establish the GMP. Upon determination of the GMP for construction of the Project, City and the Contractor shall enter into a construction agreement. If City and

the Contractor cannot agree on the terms of the GMP or the construction agreement, City reserves the right to negotiate with another general contractor.

3. Reimbursement of Contractor's Pre-Construction Costs.

- 3.1. If the City and Contractor enter into a construction agreement, an amount not to exceed \$ 30,470.00 shall become reimbursable to the Contractor as part of the General Conditions as defined in the construction agreement and contract documents.
- 3.2. If the City and Contractor are unable to agree to a GMP or a construction agreement, or if the Project does not proceed to construction for any reason, Contractor shall be reimbursed for its actual costs of providing the services during the Pre-Construction Phase up to an amount not to exceed \$ 60,940.00.



By:  Jordan Fell
Title: Special Projects Director
DATED: August 28th, 2019

V.5.a		STAFF	QTY	Personnel	Hours	TOTAL HRs	Rate	TOTAL	NOTES
	Pre-Construction Fee								
	Staff for weekly meetings	Jordan Fell & Bill Judge	32	2	2	128	\$ 90.00	\$ 11,520.00	
	Site Investigations	Jordan Fell & George Benes	3	2	4	24	\$ 90.00	\$ 2,160.00	
	Staff time to prepare 3 cost estimates	Jordan Fell & Jim Carkin	3	2	24	144	\$ 90.00	\$ 12,960.00	
	Staff time to prepare 3 schedules	Warren Goodson	3	1	16	48	\$ 90.00	\$ 4,320.00	
	Staff time to prepare 3 document reviews	Jordan Fell, Bill Judge & George Benes	3	1	20	60	\$ 90.00	\$ 5,400.00	All three of us will be involved in the constructability reviews
	Staff time for Bid / Award phase							\$ -	
	Bid Packages	Jordan Fell & Bill Judge	1	2	24	48	\$ 90.00	\$ 4,320.00	
	Estimating	Jordan Fell & Jim Carkin	1	2	40	80	\$ 90.00	\$ 7,200.00	
	Bid Day	Jordan Fell, Bill Judge, Jim Carkin & Corey Lohman	1	4	8	32	\$ 105.00	\$ 3,360.00	Corey is our President
	Buyout / Award	Bill Judge	1	1	40	40	\$ 90.00	\$ 3,600.00	
	Staff time for 40 LOIs	Bill Judge	40	1	1	40	\$ 90.00	\$ 3,600.00	
	Consumables / Reproduction		0.5				\$ 5,000.00	\$ 2,500.00	
GMP - No	PRE-CONSTRUCTION TOTAL					644		\$ 60,940.00	
GMP - Yes							50%	\$ 30,470.00	