CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and <u>PlanB Consultancy, Inc.</u> ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. <u>Term</u>. The term of this Agreement shall be from the date the contract is fully executed until <u>luly 1, 2021</u>, unless sooner terminated pursuant to provisions set forth below. However,

such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. <u>Compensation</u>. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **\$480,075.00**.

3. <u>Scope of Services</u>. Consultant's services under this Agreement shall consist of services as detailed in the <u>RFQ</u>, attached hereto and by this reference incorporated herein.

4. <u>Standard Conditions</u>. This Agreement shall include all of the standard conditions as detailed in <u>Exhibit B</u>, attached hereto and by this reference incorporated herein.

5. <u>Integration</u>. This Agreement along with the description of services to be performed attached as Exhibit A, the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, and the detailed fee schedule as Exhibit C; contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. <u>Notices</u>. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To Consultant:	PlanB Consultancy, Inc. 696 McVey Avenue, Ste 202 Lake Oswego, OR 97034
	Oregon City, OR 97045 Attention: City Manager
To the City:	PO Box 3040 625 Center Street
	City of Oregon City

Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this ______ day of ______, 20___.

CITY OF OREGON CITY	PlanB Consultancy, Inc.			
By: Anthony J. Konkol, III Title: City Manager	By: Title:			
DATED:, 20	DATED:, 20			
By: Jim Band Title: Chief of Police APPROVED AS TO LEGAL SUFFICIENCY:				
By:				

City Attorney



320 Warner Milne Road | PO Box 3040 | Oregon City OR 97045 Ph (503) 657-4964 | Fax (503) 655-0530| Non Emergency Police Dispatch: (503) 655-8211

Exhibit A

Oregon City Police and Municipal Courts Building Project Management and Owner's Representative - Scope of Services -

ANTICIPATED PM SCOPE OF SERVICES

The PM will support the Owner through all phases of the project including, but not limited to, the following:

Pre-Design Phase

- 1. Assist Owner with matters related to completion of due diligence, etc.
- 2. Prepare a preliminary project budget including detailed soft costs. Develop spending projections through all project phases.
- 3. Work with Owner to develop operating cash flow projections for the project and organization.
- 4. Refine and amplify preliminary project schedule prepared by Owner's Technical Advisor identifying key tasks and milestones.
- 5. Assist Owner in assembling Architect and CM/GC Project Team: Assist Owner in the Architect and CM/GC negotiation process. Tasks include, but are not limited to, assisting Owner and Owner's legal counsel in development / refinement of Architect and CM/GC contract language and assist in contract negotiations on the Owner's behalf.
- 6. Select and engage other consultants as needed, such as environmental consultant, geotechnical engineer, surveyor, land use consultant, traffic engineer, etc.
- 7. Assist Owner with matters relating to administration of funding for the Project.

Design Phase

- 1. Conduct weekly Project Team Meetings throughout the design phase. Prepare and promptly distribute minutes of the Project Team Meetings.
- 2. Coordinate communications and documentation of the Project activities keeping the Owner informed of progress, issues, and solutions of the work of the Project. Monitor project budgets, schedules, correspondence, and other tools to communicate and document the progress of the work of the Project.
- 3. Confirm and document building-related equipment requirements (including, but not limited to, high-density racking and shelving systems) and identify appropriate responsibilities for procurement and installation for all equipment.
- 4. Confirm and coordinate project-related data and IT requirements.

- 5. Prepare RFP / Vendor bid requirements and assist with procurement / installation of building furniture packages.
- 6. Work with Owner and other stakeholders to ensure that the project design and technical specifications meet user and stakeholder needs.
- 7. Advise Owner on the potential costs associated with sustainability benchmarks. Assist in identifying any available financial incentives for sustainability measures.
- 8. Facilitate document review sessions with project team after Schematic Design, Design Development, and Construction Document plan sets are produced. Review and comment on the design deliverables relative to functionality, constructability, budget conformance, operating and maintenance performance and other applicable criteria. Track all design issues and resolutions in a detailed log.
- 9. Work with Project Team to analyze cost estimates at key milestones of the Project—after Schematic Design, Design Development, and 50% Construction Documents—and identify strategies to align the costs with the building program and project budget. Work with contractor to develop a Value Engineering (VE) log that details proposed VE items, identifies potential cost savings and summarizes the analysis and decision points.
- 10. Facilitate Owner directives. Assist the Owner in seeking, gaining, and coordinating required decisions.
- 11. Working with the Owner, Owner's Technical Advisor, Architect, and Contractor; update the project budgets for all hard and soft costs anticipated for the project based on design plans and specifications prepared by Architect and cost estimates prepared by Contractor. Utilize the budget for continued monitoring of costs.
- 12. Refine a detailed schedule for completion of the Project using input from the Owner, Owner's Technical Advisor, Architect, and Contractor. Consistently monitor progress against the schedule, identify opportunities to improve the schedule, and encourage all parties to maintain the schedule.
- 13. Plan and attend community outreach meetings as requested. Assist Owner with coordination of outreach to stakeholders as needed.
- 14. Act as key liaison between the Owner and the Project Team for all matters related to the Project involving the Owner's Technical Advisor, Architect and Consultants, and the Contractor and Vendors.
- 15. Assist the Owner in soliciting proposals for third-party contractors specifically related to the design and construction of the Project. Anticipated third-party consultants will provide services that include, but may not be limited to, geotechnical investigation, geotechnical inspections, and special inspections. Project Manager will draft Agreements and monitor the activities of these third-party contractors.
- 16. Review and approve for payment all invoices directly associated with the design of the project, including Architect, Contractor, Consultants, etc.
- 17. Facilitate and support Architect and Owner in efforts to secure land use and building permits for the project.

Bidding, Construction, Closeout, and Commissioning

1. Maintain the overall project schedule; assist the Owner with resolving unexpected issues and challenges as they arise; and document project critical path, deliverables and milestones.

- 2. In coordination with the Architect and Contractor, assist and advise the Owner with evaluation of subcontractor bids and negotiation of the final Guaranteed Maximum Price proposal.
- 3. Conduct regular (not less than once weekly) Construction Coordination Meetings throughout construction and closeout phases. Prepare and promptly distribute minutes.
- 4. Provide project oversight and coordination, including acting as the Owner's liaison to the Architect and Contractor on the project; and assisting the Owner with confirmation that the Architect and Contractor are meeting Project milestones, quality and budget goals.
- 5. Maintain the detailed project budget, including identifying risks to completion of the Project on budget. Issue a monthly project budget report. Review and approve for payment all invoices and expenses directly associated with the Project.
- 6. Assist with oversight of the performance of the Architect, Contractor, and other consultants, including reviewing and processing applications by the Contractor for progress and final payments; and monitoring the Architect's review and approval of shop drawings, product data, and samples.
- 7. Track progress of construction, including on-site observation to monitor the Contractor's maintenance of and adherence to the construction schedule and any potential delays.
- 8. Review Architect's responses to Contractor requests for interpretations of drawings and specifications and assist in the resolution of questions that may arise.
- 9. Review Supplemental Instructions, Requests for Information (RFI) prepared by Contractor, and responses to RFIs prepared by Architect. Work with Architect to prepare and issue Proposal Requests, Construction Change Directives, and Change Orders based upon technical documentation prepared by the design team and upon Owner authorization. Assist Owner with managing project contingency and completing project within available budget.
- 10. Advise the Owner on Special Consultants and testing, review results of tests required by the contract documents and invoices for third-party consultants to be paid by the Owner.
- 11. Analyze and provide recommendation to Owner on Contractor claims, if any.
- 12. Assisting with project completion and closeout, including scheduling and monitoring project punchlisting activities including: completion of the work by the Contractor and the final inspection of the work by the Architect; verifying Contractor's transmittal to the Owner of required guarantees, affidavits, releases, bonds and waivers, and delivery of all keys, manuals, record drawings, building operations and training classes / materials. PM will verify and confirm delivery of maintenance stocks to the Owner and assisting in negotiation of final project costs and process the final Payment Application.
- 13. Develop and monitor commissioning of the project as required.
- 14. Develop a relocation strategy with key sequences and milestones identified.
- 15. Maintaining records in an orderly manner including: Correspondences, Contract Documents, Change Orders, Construction Change Directives, the Architect's Supplemental Instructions, construction change logs, supplementary drawings, requests for payment, and other important project documentation.

1. <u>Contractor Identification</u>. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

2. <u>Payment</u>.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Contractor within thirty
 (30) days after receipt of Contractor's itemized
 statement. Amounts disputed by City may be
 withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Contractor any fees or costs that City reasonably disputes.

3. <u>Independent Contractor Status</u>.

(a) Contractor is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Contractor represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Contractor maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Contractor provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

(d) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

(e) Contractor agrees and certifies that it is licensed to do business in the state of Oregon and that, if Contractor is a corporation, it is in good standing within the state of Oregon.

4. <u>Early Termination</u>.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Contractor, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Contractor shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. <u>No Third-Party Beneficiaries</u>. City and

Standard Conditions to Oregon City Personal Services Agreement (6/2011) Page 1 of 5

Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. <u>Payment of Laborers; Payment of Taxes</u>.

(a) Contractor shall:

(i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.

(v) Pay all employees at least time and onehalf for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety

from obligation with respect to any unpaid claims.

(d) Contractor and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. <u>SubContractors and Assignment</u>. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor.

8. <u>Access to Records</u>. City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. <u>Compliance With Applicable Law</u>. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services

Standard Conditions to Oregon City Personal Services Agreement (6/2011) Page 2 of 5

EXHIBIT B

to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. <u>Professional Standards</u>. Contractor shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. <u>Modification, Supplements or</u> <u>Amendments</u>. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. <u>Indemnity and Insurance</u>.

(a) <u>Indemnity</u>. Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold City, its officers, agents, Contractors, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, Contractors or employees of Contractor provided pursuant to this Agreement.

(b) <u>Workers' Compensation Coverage</u>. Contractor certifies that Contractor has qualified for workers' compensation as required by the state of Oregon. Contractor shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broadform property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$1,000,000 combined, single-limit, peroccurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

14. <u>Legal Expenses</u>. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. <u>Severability</u>. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. <u>Number and Gender</u>. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. <u>Captions and Headings</u>. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. <u>Hierarchy</u>. The conditions contained in this document are applicable to every Personal

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (6/2011) Page 3 of 5

Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. <u>Calculation of Time</u>. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. <u>Notices</u>. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses <u>listed in the Agreement</u> <u>attached hereto</u>. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. <u>Nonwaiver</u>. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Contractor shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Contractor shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Contractor. Copies as requested shall be provided free of cost to City.

23. <u>City's Responsibilities</u>. City shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.

24. <u>Arbitration</u>.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (6/2011) Page 4 of 5

evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and onehalf of the fees and expenses of the third arbitrator, if any.

25. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

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STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (6/2011) Page 5 of 5

<u>EXHIBIT B</u>

Exhibit C - Detailed Fee Schedule

WBS, Schedule and Budget

Project Title:	Oregon City Police Department Owner's Representative
Client:	Oregon City
Project Number:	
Project Manager(s):	Gerry Mulrooney

Enter data in shaded	I cells only.		Project Budget - Breakout of Costs		
	Oregon City Owners Representative		Costs \$ 480,075 \$ 480,075 \$ -	3,238	Labor 40 1,110 72 1,725 110 182
			Total Cost Total ODC Cost Labor ODC	Total Hours Bill Rate	 Acquisition Acquisition Specialist (Sub) Project Manager Technical Expert / Technical Expert / Deputy Project Bublic Safety Expert
WBS Code	Task Description	Assumptions	\$ \$ \$		Enter hours (not \$) below
1.0	Pre-Design (2 months)	2 month duration	\$ 43,350.00 \$ 43,350.00 \$ -	280	40 130 - 80 20 10
1.1	Prepare preliminary project budget and cash flow projections	Existing budget available from Tech. Advisor	\$ 9,450.00 \$ 9,450.00 \$ -	60	30 20 10
1.2	Refine project schedule	Existing schedule available from Tech. Advisor	\$ 3,300.00 \$ 3,300.00 \$ -	20	20
1.3	Negotiate Architect and CM/GC contract		\$ 16,850.00 \$ 16,850.00 \$ -	110	20 60 30
1.4	Misc. consultant selection and coordination		\$ 13,750.00 \$ 13,750.00 \$ -	90	20 40 30
1.5	Design (10 menths)	10 month duration	\$ - \$ - \$ - \$ 190 365 00 \$ 190 365 00 \$	-	204 20 667 400
<u>2.0</u> 2.1	Design (10 months)	10 month duration	\$ 180,365.00 \$ 180,365.00 \$ - \$ 41,380.00 \$ 41,380.00 \$	1,204 289	- <u>384</u> <u>32</u> <u>667</u> - <u>122</u> <u>116</u> <u>173</u>
2.1	Coordinate weekly Project Team meetings, prepare agenda/minutes	1 meeting per week for 10 months	\$ 41,380.00 \$ 41,380.00 \$ - \$ 8,500.00 \$ 8,500.00 \$ -	60	<u>116</u> 173 20 40
2.2	Prepare and present project progress reports (schedule/budget updates, issue log, VE log) Confirm and document building related equipment requirements	Progress reports prepared monthly	\$ 12,902.50 \$ 12,902.50 \$ -	82	20 40 20 20
2.3	Confirm and coordinate project-related data and IT requirements		\$ 12,970.00 \$ 12,970.00 \$ -	82	20 42 20
2.5	Prepare bid documents and procure FFE packages		\$ 12,700.00 \$ 12,700.00 \$ -	80	20 40 20
2.6	Sustainability Coordination	Minor coordination to identify/evaluate opportunities	\$ 5,370.00 \$ 5,370.00 \$ -	38	8 30
2.0	SD design review session		\$ 7,960.00 \$ 7,960.00 \$ -	52	20 8 20 4
2.8	SD design review session	Review estimate from CM/GC	\$ 5,800.00 \$ 5,800.00 \$ -	40	
2.9	DD design review session		\$ 7,960.00 \$ 7,960.00 \$ -	52	20 8 20 4
2.10	DD design review session DD estimate review	Review estimate from CM/GC	\$ 5,800.00 \$ 5,800.00 \$ -	40	
2.11	CD design review session		\$ 7,960.00 \$ 7,960.00 \$ -	52	20 8 20 4
2.12	CD estimate review	Review estimate from CM/GC	\$ 5,800.00 \$ 5,800.00 \$ -	40	20 20 1
2.12	Plan and attend community/stakeholder outreach meetings	No more than one meeting per month	\$ 22,662.50 \$ 22,662.50 \$ -	138	18 70 50
2.13	Misc. consultant selection and coordination		\$ 5,800.00 \$ 5,800.00 \$ -	40	20 20
2.14	Invoice review		\$ 10,425.00 \$ 10,425.00 \$ -	75	15 60
2.15	Facilitate permitting (land use, building permits, etc.)	Minor coordination to support permitting	\$ 6,375.00 \$ 6,375.00 \$ -	45	15 30
2.16	· · · · · · · · · · · · · · · · · · ·		\$ - \$ - \$ -	-	
3.0	Bidding, Construction, Closeout, Commissioning (1.5 yrs)	18 month duration	\$ 256,360.00 \$ 256,360.00 \$ -	1,754	- 596 40 978 90 50
3.1	Evaluate bids, negotiate GMP		\$ 11,700.00 \$ 11,700.00 \$ -	80	45 35
3.2	Weekly Construction Coordination Meetings	One meeting per week for 18 months	\$ 101,010.00 \$ 101,010.00 \$ -	702	312 390
3.3	Budget monitoring		\$ 34,425.00 \$ 34,425.00 \$ -	243	81 162
3.4	Schedule monitoring		\$ 14,850.00 \$ 14,850.00 \$ -	90	90
3.5	Prepare monthly project budget report (track risks, etc.)	Hours included in 3.3	\$ - \$ - \$ -	-	
3.6	Review invoices		\$ 30,600.00 \$ 30,600.00 \$ -	216	72 144
3.7	On-site observation of construction	Hours included in 3.3. 3.5, assume one site visit per week	\$ - \$ - \$ -	-	
3.8	RFI, Change Order management and coordination	Hours included in 3.3, 3.5	\$ - \$ - \$ -	-	
3.9	Misc. consultant selection and coordination	Hours included in 3.3, 3.5	\$ - \$ - \$ -	-	
3.10	Documentation (CO logs, correspondence, contracts, payments, etc.)		\$ 15,300.00 \$ 15,300.00 \$ -	108	36 72
3.11	Punchlist and contract closeout		\$ 14,500.00 \$ 14,500.00 \$ -	100	50 50
3.12	Plan and monitor commissioning		\$ 6,600.00 \$ 6,600.00 \$ -	40	40
3.13	Develop and coordinate relocation strategy	Move to be performed in one phase	\$ 27,375.00 \$ 27,375.00 \$ -	175	125 50
3.14			\$ - \$ - \$ -	-	
	Total		\$ 480,075 \$ 480,075 \$ -	3238	40 1,110 72 1,725 110 182

BAC