

**SUBJECT: AWARD CONTRACT BETWEEN THE CITY OF LOUISVILLE
AND ECI SITE CONSTRUCTION MANAGEMENT FOR PHASE 1
OF THE DOWNTOWN FRONT & CENTER PROJECT**

DATE: APRIL 15, 2025

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:

Staff is recommending City Council authorize staff to finalize negotiations and award a final contract for preconstruction services for the Downtown Front & Center Project to ECI Site Construction Management for their proposal cost of \$22,315, authorize staff to approve contract addendums up to \$5,750 for unforeseen task items and project contingency, and authorize the Mayor, City Manager, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

PROJECT DETAILS:

Initiated in 2023 by the Louisville Revitalization Committee (LRC) and officially adopted by City Council on November 19, 2024, the Downtown Vision Plan serves as the guiding framework for the Downtown Front & Center Project. Phase 1 of the project focuses on refining the short-term improvement concepts outlined in the Vision Plan to align with the City's budget, followed by the design and construction of these initial improvements. Future phases of the Downtown Front & Center Project will address the design and construction of mid-term and long-term improvements specified in the Downtown Vision Plan.

Staff determined that a CMAR project delivery method would add value to this project due to the sensitivity of performing construction in downtown Louisville. With downtown construction, the potential negative impacts to businesses, downtown events, and residents are significant. With a CMAR delivery method, the contractor is engaged early in the design phase. This allows the contractor to provide input early in the design phase on constructability issues, long lead times for items, construction costs, value engineering, construction sequencing and scheduling, and potential risks while supporting business activities. By providing this input early and coordinating with the design team, many future issues can be avoided. The contractor will start the project with a comprehensive understanding of the project challenges and issues and why certain decisions were made. This typically will result in a much more efficient and successful construction phase due to the following:

- Minimization of constructability issues and contractor Requests for Information
- Fast project delivery and flexibility
- Reduces delays on long lead items as they can be identified early and ordered ahead of time.

- More accurate budgeting.
- Improved risk management
- Better coordination with stakeholders (Businesses, residents, events, etc)
- Fewer disputes, better collaboration between design team, contractor and City

The CMAR project delivery method typically involves two separate contracts: one for preconstruction services during the design phase, and a second contract, executed as design is being finalized, for a Guaranteed Maximum Price (GMP) to construct the improvements. The City must agree to the GMP and is not obligated to execute a future construction contract with the contractor if a GMP acceptable to the City cannot be negotiated. At this phase of the project, staff is only seeking approval of the preconstruction services contract.

Staff issued an RFP on February 18, 2025, to solicit contractor proposals for Construction Manager at Risk (CMAR) services for the Downtown Front & Center project. Three proposals were received on March 12, 2025, from the following firms: ECI Site Construction Management, KCI Construction, Inc., and Myers & Sons Construction, LLC.

The selection committee, consisting of five City staff members from three departments, evaluated the proposals and conducted interviews with all three consultants to determine the recommended contractor.

The contractor teams proposals were scored on several criteria to determine their ability to provide the requested services and overall proposal quality. The criteria and weighting are identified below:

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Proposal Criteria	Qualification Standard	Available Points
Scope of Proposal	Does the proposal show an understanding of the project scope, methodology, creative valued engineered suggestions to be used in the design and construction phases and the results that are desired from the project?	15
Assigned Project Team	Does the proposed team have the necessary skills and experience to fulfill the requirements of the project? Is the key staff available to do the work?	8
Safety Record	OSHA Illness/Injury Rate, OSHA Lost Work Day Incidence Rate and Workman's Comp Experience Modification Rate Insurance multiplier.	7
Firm Experience and Qualifications	Is the firm qualified to perform the work? Has the firm worked on streetscape and/or landscaping projects similar in scope to this project? Has partnering been used as a basis in design and construction of other projects? Was this work of a high quality in nature?	15
Preconstruction Phase Cost	Are the proposed preconstruction cost rates reasonable and competitive?	8
Construction Cost	Do the proposed construction cost factors compare favorably with industry standards and other CMAR firms' construction cost factors?	13
Firm Capability	Does the firm have experience, equipment, manpower and finances to complete the work?	8
Construction Performance	Do the referenced projects reflect favorably in respect to completion within the contract schedule, cost and number of change orders or claims?	8
Value Engineering & Innovative Ideas	What innovative solutions do you have to reduce costs, remain on schedule, minimize risk and maintain operations during construction?	10
Schedule	How quickly can the firm dedicate resources to complete the work? Is the proposed construction duration reasonable for the scope of work?	8
TOTAL POINTS AVAILABLE =		100

The selection committee members unanimously selected ECI as the top-ranked proposal. The scores of individual selection committee members were averaged to determine the proposal scores and initial ranking, which are included in the table below along with preconstruction fees and construction phase markups:

Ranking	Contractor	Proposal Score (100)	Preconstruction fee	Overhead markup	Profit markup	Subs markup	Materials markup	Bonds/Ins markup
1	ECI	83	\$22,315	8%	3%	5%	5%	1.79%
2	KCI	73	\$3,900	2%	2%	4%	4%	2%
3	Myers & Sons	70	\$288,480	3%	10%	15%	5%	2.75%

Despite ECI being unanimously scored the highest, all three firms were brought in for interviews to gain additional insight into their experience and capabilities. Firms were asked to prepare a brief 10-15 minute presentation for the interview and to be prepared to respond to questions following the presentation. The same pre-written questions were asked of all three firms. While the interviews weren't scored, the selection committee discussed the interviews in a follow-up session and determined that ECI had the best performance. Myers and Sons and KCI interviews provided less confidence

and/or value based upon approaches than ECI. While there was good discussion in the KCI interview, they did not seem very well-prepared for the presentation portion of the interview. Ultimately, the interviews reinforced the results of the proposal scoring. The selection team determined that Myers and Sons were too high on cost and didn't have much applicable experience on this type of project, so the final decision came between ECI and KCI. ECI was selected based on the following considerations:

- ECI seemed to better grasp the importance of the public outreach aspect of this job and seemed more committed to that element of the work. They seemed to understand that public outreach was critical to the success of this project.
- ECI had better experience on this type of project and the proposed project team was more involved in the specific reference projects in the RFP.
- ECI stressed the importance of maintaining continuity of the project team throughout the life of the project.
- ECI demonstrated extensive experience with management of project risk in their interview.
- ECI developed a detailed schedule for the project and demonstrated their ability to develop a detailed work breakdown structure that will be required to develop a strong construction sequencing plan in the future. Detailed sequencing and scheduling of construction will be critical in minimizing impacts to downtown businesses, events, and residents.
- ECI preconstruction costs were reasonable and within expected range. As this was not a low-bidder selection, the selection team felt that the ECI provided enough additional value to warrant higher fees.
- ECI previously helped to develop the prototype and final product for the City's downtown patios. This work went well and the City was impressed with ECI's performance of this work.

Following the initial selection of ECI, project references were contacted for projects in Westminster and Wheat Ridge. Both references highly recommended ECI and provided very positive feedback regarding their project management abilities, quality work, and adherence to schedule.

FISCAL IMPACT:

Ultimately, the project budget has been set at \$9,000,000 with proceeds from Louisville Revitalization Commission (LRC) bond proceeds. The approved 2025 City Capital Improvement program budget provided for funding with City dollars until such time bonding timing and reimbursements can be reconciled to full LRC funding.

The costs of the Downtown Front & Center Project are identified below:

Projected Funding

Description	Account	2025 Budget Amount
DOWNTOWN VISION CIP (2025 Approved Budget)	301313-660310	\$1,192,773*
	Total approved funding:	\$1,192,773*
LRC Funding (Future Funding)		\$7,807,227
	Total future funding:	\$7,807,227
	Total available funding:	\$9,000,000

*Includes budget amendment of \$192,773 approved on 1/21/2025

Projected Expenses (DOWNTON VISION CIP) 301313-660310

Description	Amount
Phase 1 Design Contract – Rvi (Awarded on 1/21/25)	(\$992,773)
Contingency – Rvi (Awarded on 1/21/25)	(\$171,935)**
Downtown Front & Center Preconstruction Contract – ECI (This communication)	(\$22,315)
Preconstruction Contingency (25%) (This Communication)	(\$5,750)
Total Expenses:	(\$1,192,773)

**Staff is requesting the contingency on the RVi contract be reduced from \$200,000 to \$171,935 to cover the preconstruction contract with this communication.

PROGRAM/SUB-PROGRAM:

The recommended contract supports the City's and LRC's goal of enhancing public spaces, promoting pedestrian activity, and integrating sustainable, long-term improvements to provide a vibrant and accessible downtown.

STAFF RECOMMENDATION:

Staff recommends that City Council authorize staff to finalize negotiations and award the Downtown Front & Center Project preconstruction contract with ECI Site Construction Management for \$22,315 plus a contingency in the amount of \$5,750 for a total authorized amount of \$28,065 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT:

1. Downtown Front & Center Preconstruction Contract

CITY COUNCIL COMMUNICATION

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION PHASE SERVICES
PROJECT NAME: **Downtown Front & Center Project**
PROJECT NO. **TBD**

This Construction Manager at Risk agreement (“Agreement”) is made and entered into this ___ day of **April 2025**, by and between the City of Louisville, a Colorado home rule municipal corporation (“City”) and **ECI Site Construction Management, Inc., a Colorado Corporation** (“Construction Manager at Risk” or “CMAR”). The City and CMAR are collectively referred to in this contract as the “Parties” and each individually as a “Party.”

RECITALS

- A. The City desires to improve the streetscaping and landscaping and create a public gathering space in Downtown Louisville and intends to construct the **Downtown Front & Center Project** (“Project”), as described in Exhibit A attached hereto.
- B. The City has entered into a contract with RVi, Inc. (“Design Professional”) to provide professional engineering and landscape architecture design for the Project.
- C. The City desires to enter into this contract for CMAR to provide services to assist City and Design Professional in developing an optimum design for the Project during the pre-construction phase and to ensure the successful construction of the project during the construction phase.

AGREEMENT

NOW THEREFORE, and in consideration of the mutual promises, terms, and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda means written or graphic instruments issued prior to the submittal of the Guaranteed Maximum Price (GMP) proposal(s), which clarify, correct or change the GMP proposal(s) requirements.

Agreement or Contract means this written document signed by the City and CMAR, including other documents itemized and referenced in or attached to and made part of this document.

Alternate Systems Evaluations means alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional project that meets City requirements.

Contract means this Construction Manager at Risk Pre-Construction Phase Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.

Contractor means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Louisville.

Change Order means a document signed by the CMAR and the City that authorizes an addition, deletion or revision in the scope of services or deliverables, or an adjustment in the contract amount or the period of services, or use of owner contingency, and is issued on or after the effective date of this contract.

City or Owner means the City of Louisville, a Colorado home rule municipal corporation, with whom CMAR has entered into this contract and for whom the services are to be provided pursuant to this contract.

City's Project Manager means the person representing the City for all correspondence relating to the project.

CMAR ("Construction Manager at Risk" or "Contractor") means the person, firm, corporation or other approved legal entity with whom the City has entered into this Agreement.

Contingency, Contractor's means an agreed upon amount, either lump sum or a percentage of the cost of the work, that is included in the GMP and to be used by the CMAR in accordance with the general provisions in the construction contract. Generally, contractor's contingency recognizes that the drawings and specifications may still be less than 100% complete after the City's final acceptance of GMP.

Contingency, Owner's means the owner may, at its discretion, order changes in the scope of the project. The owner's contingency is an amount to cover changes initiated by the owner, which may be incorporated into the GMP as an allowance at the owner's discretion.

Construction Documents means collectively, the plans, specifications, details, drawings, change orders and other documents prepared by the design professionals that describe the scope of quality of the project and the materials, supplies, equipment, systems and any and all other elements required for construction of the work that are acceptable to the owner.

Construction Fee means the CMAR's administrative costs, home office overhead, and profit, whether at the CMAR's principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the general conditions for the construction phase.

Contract Documents means this contract, CMAR's formal response to the RFQ or RFP (as applicable), general and special conditions of the contract, supplementary general conditions, the drawing and specifications, including all bulletins, change orders, addenda or other modifications of the drawings and specifications incorporated into the documents; the performance bond, the payment bond, insurances certifications, exhibits, attachments, and the Notice to Proceed for pre-construction phase services, and any other documents designated in this contract.

Contract Time(s) means the number of days or the dates related to the construction phase that as stated in construction documents applies to achievement of substantial completion and/or completion of the construction work so that it is ready for final payment.

Day(s) means calendar day(s) unless otherwise specifically provided in the contract documents.

Deliverables means the work products prepared by the CMAR in performing the scope of work described in this contract. Some of the major deliverables to be prepared and provided by the CMAR during the pre-construction phase may include but are limited to: Construction Management Plan, project schedule, schedule of values, alternative system evaluations, constructability reviews, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP proposals, subcontractor procurement plan, subcontractor agreements, subcontractor bid packages, supplier agreements, and others as indicated in this contract or required by the project team.

Design Professional means the qualified, licensed person, firm or corporation who furnishes design services required under the contract documents as identified by the City.

Drawings means the graphic and pictorial portions of the contract documents showing the design, location, and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams, excluding shop drawings.

General Condition Costs means and includes, but is not limited to, the following types of costs for the CMAR during the construction phase: payroll costs for project manager or construction manager (but not both) for work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, and internet, data, and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in direct employ of the CMAR or subcontractors; taxes on the work and for which the CMAR is liable; and permit and license fees. Certain limitations and exclusions are described in the general conditions for the construction phase.

GMP Plans and Specification means the sets of plans and specifications provided pursuant to paragraph 2.7.3 upon which the Guaranteed Maximum Price proposal is based.

Guaranteed Maximum Price (GMP) Proposal means the CMAR's offer or proposal submitted on the prescribed form setting forth the GMP prices for the entire work or portions of the work to be performed during the construction phase. The GMP proposal(s) are to be developed pursuant to Article 2 of this agreement.

Litigation Expense means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.

Loss means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

Notice to Proceed means a written notice given by the City to the CMAR fixing the date on which the CMAR shall start to perform the CMAR's obligations under this agreement.

Progress Payment Application means the form that is accepted by the City and used by the CMAR in requesting progress payments or final payment on which shall include such supporting documentation as is required by the contract documents and or the City.

Project means the scope of work as described in the recital above and "Exhibit A" project description attached hereto.

Project Team means pre-construction phase services team consisting of the design professional, CMAR, and City's project manager, City's client department's representatives, and other stakeholders who are responsible for making decisions regarding the project.

Samples means physical examples of materials, equipment, or workmanship representative of a part of the construction phase work and which establish the standards by which that portion of the construction phase work shall be evaluated.

Services, Work or Project means the subject matter of this Contract as set forth in the Scope of Work.

Shop drawings means all drawings, diagrams, illustrations, schedules and other data or information specifically prepared or assembled by or for the CMAR and submitted by the CMAR to illustrate some portion of the work.

Specifications means the part(s) of the contract documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

Subcontractor means an individual, firm or corporation having a direct contract with the CMAR or any other individual, firm or corporation having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction phase services or construction phase work at the site for which the CMAR is responsible. Subcontractors shall be selected through the Subcontractor bid process described in paragraph 2.8 of this agreement.

Subconsultant means a person, firm or corporation having a contract with CMAR to furnish services required as its independent professional associated or consultant with respect to the project.

Substantial Completion means the construction work, or an agreed upon portion of the construction work, that City has agreed to accept separately, and is sufficiently complete so that City can occupy and use the project or a portion thereof for its intended purposes.

Supplier means a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CMAR or with any subcontractor to furnish materials or equipment to be incorporated in the construction phase work by CMAR or any subcontractor.

Total Float means the number of days by which the pre-construction phase services or construction phase work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the project schedule.

Work means the entire completed construction, or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the contract documents for the construction phase.

Work Product means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all "architectural work" and "works made for hire" as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq.*

ARTICLE 2 – BASIC PRE-CONSTRUCTION PHASE SERVICES

2.1 GENERAL

- 2.1.1 The CMAR, to further the interests of the City, shall perform the services required by, and in accordance with this contract, to the satisfaction of the City's project manager, exercising the degree of care, skill and judgment a professional construction manager performing similar services in the Denver, Colorado Metropolitan Area would exercise at such time and under similar conditions. The CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices. The services provided under this agreement shall not alter any real property owned by the City.

- 2.1.2 Program Evaluation: As a participating member of the project team, the CMAR shall provide to the City and Design Professional at design submittal milestones (i.e. 30%, 60%, 90%, 100% design completion) a written evaluation of the City's project program and project budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 Project Meetings: The CMAR shall attend project team meetings which may include, but are not limited to, weekly, biweekly, or monthly project management meetings, project workshops, special project meetings, value engineering meetings, contract documents rolling reviews and partnering sessions.
- 2.1.4 The CMAR shall provide pre-construction phase services, described herein, in a proactive manner and consistent with the intent of the most current drawings and specifications. The CMAR shall promptly notify the City in writing whenever the CMAR determines that any drawings or specifications are inappropriate for the project and/or cause changes in the scope of work requiring an adjustment in the cost estimate, project schedule, GMP proposal and/or in the contract time for the work, to the extent such are established.
- 2.1.5 The CMAR, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings germane to the project, and shall provide drawings, schedule diagrams, budget charts and other materials describing the project when their use is required or appropriate in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 The CMAR shall prepare a Construction Management Plan ("CMP"), which shall detail but not necessarily be limited to the CMAR's determinations concerning: (a) project milestone dates and the project schedule, including the broad sequencing of the design and construction of the project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast tracking and/or phasing the construction, (d) the number of separate sub-agreements to be awarded to subcontractors and suppliers for the project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each project team member's responsibilities and roles.
- 2.2.2 The CMAR shall add detail to its previous version of the CMP to keep it current throughout the pre-construction phase, so that the CMP is ready for implementation at the start of the construction phase. Updates of the CMP may take into account (a) revisions in drawings and specifications; (b) the CMAR's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, design professional or the CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) a requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

- 2.3.1 The fundamental purpose of the "project schedule" is to identify, coordinate and record the tasks and activities to be performed by all the project team members and then for the project team to utilize the

deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the project. Each project team member is responsible for its compliance with the project schedule requirements. The CMAR shall, however, develop and maintain the "project schedule" on behalf of and to be used by the project team based on input from the other project team members. The project schedule shall be consistent with the most updated CMP. The project schedule shall use the Critical Path Method (CPM) technique, unless the City requests otherwise in writing. The CMAR shall use scheduling software to develop a project schedule that is acceptable to the City. The project schedule shall be presented in graphical and tabular reports as agreed upon by the project team. If project phasing as described below is required, the project schedule shall indicated milestone dates for the phases. The project schedule's activities shall directly correlate with the Schedule of Values specified herein.

- 2.3.2 The CMAR shall include and integrate in the project schedule the services and activities required of the City, design professional and CMAR including all construction phase activities. The project schedule shall detail activities to the extent required to show (a) the coordination between conceptual design and various pre-construction phase documents, (b) separate long-lead procurements, if any, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to subcontractors and suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed work by the City. The project schedule shall include by example and not limitation, proposed activity sequences and durations for design, preparation and procession of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases noting time sensitive activities (i.e. turf grow in, canal dry ups, etc.), total float for all activities, relationships between activities, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates for substantial completion and when the work shall be ready for final acceptance.
- 2.3.3 The CMAR shall update and maintain the project schedule throughout the pre-construction phase to ensure that it shall not require major changes at the start of the construction phase to incorporate the CMAR's plan for the performance of the construction phase work. The CMAR shall provide updates and/or revisions to the project schedule for use by the project team, whenever required, but not less often than at the weekly, biweekly or monthly project team meetings as determined in the scope and pre-construction phase contract. The CMAR's updates/revisions shall include a narrative describing its analysis of the progress achieved to-date (as compared to the planned progress), any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.4 The CMAR's services described in this Agreement must be performed by CMAR in strict accordance with the project schedule. Failure on the part of CMAR to adhere to the project schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient ground for termination for cause of this Agreement by City.
- 2.3.5 Project Phasing: If phased construction is deemed appropriate and the City and design professional approve, the CMAR shall review the design and make recommendations regarding the phased issuance of construction documents to facilitate phased construction of the work, with the objective of reducing the project schedule and/or cost of the work. The CMAR shall take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 The CMAR shall periodically evaluate the availability of labor, materials/equipment, and building systems; cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP proposals and/or the project schedule.
- 2.4.2 The CMAR shall identify, in conjunction with the project team, those additional surface and subsurface investigations that are required to provide the necessary information for the CMAR to construct the project. After completion of pre-construction phase services, the CMAR may provide additional investigation to improve the adequacy and completeness of the site condition information and data made available with the construction documents. The CMAR may be responsible for the time and cost required to obtain such additional investigations, except if otherwise provided by specific additional services.
- 2.4.3 The CMAR shall meet with the project team as required to review designs during their development. The CMAR shall be familiar with the evolving documents through the various design phases. The CMAR shall proactively advise the project team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and labor and material availability. The CMAR shall advise the project team of proposed site improvements, excavation and foundation considerations, as well as any concerns regarding coordination of the drawings and specifications. The CMAR shall proactively recommend cost effective alternatives throughout the project.
- 2.4.4 The CMAR shall routinely conduct constructability and biddability reviews of the drawings and specifications as necessary to satisfy the needs of the project team. The reviews shall attempt to identify all discrepancies and inconsistencies in the construction documents, especially those related to clarity, consistency, and coordination of work of subcontractors and suppliers.
- 2.4.5 Constructability Reviews: The CMAR shall evaluate whether (a) the drawings and specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the drawings and specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of work required by or inferable from the drawings and specifications are practicable, and (g) the design addresses efficiency issues such as access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar issues.
- 2.4.6 Biddability Reviews: The CMAR shall check cross-references with complementary drawings and sections within the specifications, and in general evaluate whether (a) the drawings and specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well in similar installations, (c) the design provides as-built data, (d) specifications include alternatives in the event a requirement cannot be met in the field, and (e) the project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities, and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the work.
- 2.4.7 The CMAR shall provide the results of the constructability and biddability reviews to the project team in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the drawings and specifications with notations and recommendations made on the drawings, specifications and other documents. If requested by the City, the CMAR shall meet with the project team to discuss and review reports.

- 2.4.8 The CMAR's constructability and biddability reviews shall be from a contractor's perspective, and though it will serve to reduce the numbers of Requests for Information (RFIs) and changes during the construction phase, responsibility for the drawings and specifications shall remain with the design professional and not the CMAR.
- 2.4.9 Notification of Variance or Deficiency: It shall be the CMAR's responsibility to assist the design professional in ensuring that the construction documents are in accordance with all applicable laws, statutes, ordinances, building codes, rules and regulations. If the CMAR recognizes that portions of the construction documents are at variance or deficient with reference to any applicable laws, statutes, ordinances, building codes, rules and regulations it shall promptly notify the project team in writing, describing the apparent variance or deficiency.
- 2.4.10 Alternate Systems Evaluations: Using value engineering principles, the project team shall routinely identify and evaluate alternate systems, approaches, and design changes that have the potential to reduce project costs while still delivering a quality and functional product. If the project team agrees, the CMAR, in cooperation with the design professional, shall perform a cost/benefit analysis of the alternative and submit it in writing to the project team. The project team will decide which alternatives will be incorporated into the project. The design professional shall have full responsibility for the incorporation of the alternatives into the drawings and specifications. The CMAR shall include the cost of the alternatives into the cost estimate and any GMP proposals.

2.5 COST ESTIMATES

- 2.5.1 Within thirty (30) days after receipt of the documents for the various design phases, the CMAR shall provide a detailed cost estimate review and a written review of the documents. The design professional and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached the City shall make the final determination.
- 2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's project budget, the CMAR shall make appropriate recommendations on cost cutting ideas, methods or alternative materials to the project team that the CMAR believes will bring the project back into the project budget.
- 2.5.3 In addition to milestone estimates, the CMAR shall periodically provide a tracking report that identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the CMAR's responsibility to keep the project team informed as to the major trend changes in costs relative to the City's budget.
- 2.5.4 The CMAR shall provide the City with a preliminary "cash flow" projection based upon historical resources of similar projects to assist the City in the financing process at the time of the submittal of the GMP and at any other time requested by the City.

2.6 GUARANTEED MAXIMUM PRICE ("GMP") PROPOSALS

- 2.6.1 The proposed GMP for the entire work (or portions thereof) shall be presented in a format acceptable to the City. The City may request a GMP proposal for all or any portion of the project at any time during the pre-construction phase. Any GMP proposal submitted by the CMAR shall be based on and consistent with the current updated cost estimate at the time of the request and the associated estimates for

construction costs, and include any clarifications or assumptions upon which the GMP proposal(s) are based.

- 2.6.2 GMP Proposals for the entire project shall be the sum of the maximum cost of the work, and include the CMAR's construction fee, general conditions fee, and contractor's contingency. The CMAR guarantees to complete the project at or less than the final approved GMP proposal amount (i.e. the contract amount for the construction phase contract) and agrees that it shall be solely responsible for any difference between the actual cost of work and that amount.
- 2.6.3 The CMAR, in preparing any GMP proposal, shall obtain from the design professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). The CMAR shall prepare the GMP proposal in accordance with the City's request for GMP proposal requirements based on the most current completed plans and specifications at that time. The CMAR shall mark the face of each document of each set upon which its proposed GMP is based. The CMAR shall send one set of those documents to the City's project manager, keep one set, and return the third set to the design professional.
- 2.6.4 An updated project schedule shall be included with any GMP proposal that reflects the scope of work shown in the current set of design documents upon which the GMP proposal(s) is based. Any such project schedule updates shall continue to comply with the requirements of section 2.3.
- 2.6.5 In the event the CMAR desires to maintain a contractor's contingency allowance within the GMP, the criteria for development of that allowance, and the permitted uses of the allowance, must be approved by the City in writing. The terms and conditions regarding use of the allowance during the construction phase shall be established by the City and reflected in the contract for that phase of the project.
- 2.6.6 If the construction contract is negotiated as a not-to-exceed amount, all GMP savings (including, without limitation, any unused contingency allowance) resulting from a lower actual project cost than anticipated by the CMAR shall revert to the City.

2.7 GMP PROPOSAL(S) REVIEW AND APPROVAL

- 2.7.1 The CMAR shall meet with the project team to review each GMP proposal and the written statement of its basis. In the event the project team discovers inconsistencies or inaccuracies in the information presented, the CMAR shall make adjustments as necessary to the GMP proposal, its basis, or both.
- 2.7.2 The City, upon receipt of any GMP proposal from the CMAR, may submit the same documents that were used by the CMAR in developing its GMP to an independent third party or to the design professional for review and verification. The third party (or design professional) will develop an independent estimate of the cost of work and review the project schedule for the associated scope of the GMP proposal.
- 2.7.3 If the CMAR's GMP proposal is greater or far less than the independent third party estimate, as determined by the City, the City may require the CMAR to reconfirm its GMP proposal. Following receipt of a written request from the City, the CMAR shall (i) accept the independent third party's (or design professional's) estimate for the cost of work as part of its GMP or (ii) present a report, at an in-person meeting with the City and design professional, within seven (7) days, identifying, explaining and substantiating the differences. The CMAR may be requested to, or may at its own discretion, submit a revised GMP proposal for the City's consideration. At that time the City may do one of the following:

- (a) Accept the CMAR's original or revised GMP proposal, if within the City's budget, without comment;
- (b) Accept the CMAR's original or revised GMP proposal that exceeds the City's budget, and indicate in writing to the CMAR that the project budget has been increased to fund the difference; or
- (c) Reject the CMAR's original or revised GMP proposal because it exceeds the City's budget or the independent third party's estimate; in which event, the City may terminate this contract and/or elect to not enter into a separate contract with the CMAR for the construction phase associated with the scope of work reflected in the GMP proposal.

2.7.4 If during the review and negotiation of GMP proposals design changes are required, the City shall authorize and cause the design professional to revise the construction documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP proposal. Such revised construction documents shall be furnished to the CMAR. The CMAR shall promptly notify the project team if any such revised construction documents are inconsistent and with the agreed-upon assumptions and clarifications.

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.8.1 Prior to submission of a GMP, the CMAR may select subcontractors and major suppliers based on qualifications only or by competitive bid.

- (a) Selection by qualifications only: The City may approve the selection of a subcontractor or major supplier based only on their qualifications when the City agrees that it is in the project's best interest and approves the selected subcontractor or major supplier. Qualification-based selection of subcontractors and major suppliers may only occur prior to the submittal of the GMP proposal.
- (b) The CMAR shall prepare a subcontractor / major supplier selection plan and submit the plan to the City for approval. The CMAR shall apply the plan in the evaluation of the qualification of a subcontractor or major supplier and provide the City with its review and recommendation.
- (c) The CMAR shall negotiate costs for services/supplies from each subcontractor and major supplier selected under this method.
- (d) The CMAR shall identify all portions of the work the CMAR desires to self-perform.
- (e) All documents prepared by CMAR for purposes of requesting or soliciting qualifications or competitive bids are public records and must be made available for public inspection pursuant to the Colorado Open Records Act, § 24-72-200.1, *et seq.*, C.R.S.

2.8.2 Selection by competitive bid and qualifications: All work shall be competitively bid unless a subcontractor or major supplier was selected by qualifications only. Competitive bids may occur prior to or after the GMP proposal(s).

- (a) The CMAR shall develop subcontractor or major supplier interest; submit the names of a minimum of three qualified subcontractors or major suppliers for each trade in the project to the City for approval; and solicit bids from various work categories. If there are not three qualified subcontractors or major suppliers available for a specific trade or there are extenuating

circumstances warranting such, the CMAR may request the City's approval to submit less than three names. The foregoing shall not apply to work categories the CMAR has indicated the CMAR desires to self-perform. No change in the City-approved subcontractors and major suppliers shall be allowed without the City's prior written approval.

- (b) If the City objects to any nominated subcontractor or major supplier, or to any self-performed work for good reason, the CMAR shall nominate a substitute subcontractor or major supplier.

2.8.3 The CMAR shall distribute drawings and specifications, and when appropriate, conduct a prebid conference with prospective subcontractors and major suppliers.

2.8.4 *[Intentionally Omitted.]*

2.8.5 The CMAR shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CMAR, in addition to bid price, may consider the following factors: past performance on similar projects; qualifications and experience of personnel assigned; quality management plan; approach or understanding of the work to be performed; and performance schedule to complete the work. The final evaluation of subcontractor and major supplier bids shall be done with a City representative in attendance to observe and witness the process. The CMAR shall resolve any subcontractor or major supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the work. All bids are public records and must be made available for public inspection pursuant to the Colorado Open Records Act, § 24-72-200.1, *et seq.*, C.R.S.

2.8.6 Within fifteen (15) days after subcontractor or major supplier bid opening, the CMAR shall prepare a list of recommended subcontractors or major suppliers for each category of work for the City's review and approval. For each sub-agreement, the list shall detail (a) the amount of the subcontractor bid or major supplier and the corresponding subcontractor or major supplier; (b) the sum of subcontractor or major supplier bids received for all intended sub-agreements; and (c) the type and cost of trade work that the CMAR intends to self-perform, if any.

2.8.7 Upon prior City approval of all subcontractors and/or major suppliers, the CMAR shall submit a summary report to the City of the selection process. The report shall indicate the subcontractors and/or major suppliers contacted to determine interest, the subcontractors and/or major suppliers solicited, the bids received and costs negotiated, and the recommended subcontractors and/or major suppliers for each category of work.

2.8.8 The approved subcontractors and major suppliers shall provide a schedule of values with their bid proposals, which shall be used to create the overall project schedule of values.

2.8.9 If after receipt of sub-bids or after award of subcontractors and/or major suppliers, the City objects to any nominated subcontractor or to any self-performed work for good reason, the CMAR shall nominate a substitute subcontractor or major supplier from the list of subcontractors and/or major suppliers who submitted bids for the work affected, if such option is still available. Once the City approves the substitute subcontractors and major suppliers, the CMAR's proposed GMP for the work or portion thereof shall be correspondingly adjusted to reflect any higher or lower costs from such substitution.

2.8.10 After receipt of the Notice of Intent to Award, the City shall promptly conduct a pre-award conference with the CMAR and other project team members. At the pre-award conference the CMAR shall (a) review

the nominated slate of subcontractors and/or major suppliers and discuss any City concerns with or objections to the nominated subcontractors and/or major suppliers; (b) discuss City concerns relating to any proposed self-performed work; (c) review the CMAR's proposed contract price for the work during the construction phase; (d) discuss the conditions, if any, under which the City shall agree to leave any portion of the remaining contractor's contingency within the contract price for the construction phase work; (e) resolve possible time frames for the date of commencement of the contract time for the construction phase of the work; (f) schedule the pre-construction conference; and (g) discuss any other matters of importance.

2.9 CONSTRUCTION PHASE

2.9.1 If City accepts CMAR's original or revised GMP Proposal, CMAR and City will enter a Construction Services Agreement for Construction of the Project based upon CMAR's Pre-Construction Services performed and GMP proposal accepted by the City pursuant to this Agreement, in substantially the form of the construction contract template attached to the RFQ/P pursuant to which CMAR submitted its proposal to perform the services contemplated under this Agreement. All of CMAR's obligations, duties and warranties in relation to Pre-Construction Services and deliverables (including specifically the GMP proposal) survive the completion of this Agreement and will be incorporated into the Construction Services Agreement.

ARTICLE 3 – PERIOD OF SERVICES

3.1 PERIOD OF SERVICES

- 3.1.1 The design phase services described in this contract shall be performed by the CMAR in accordance with the most current updated project schedule. The CMAR's failure to adhere to the project schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of the contract by the City.
- 3.1.2 If the date of performance of any obligation or the last day of any time period provided for herein falls on a Saturday, Sunday, or a City recognized holiday, then the performance obligation shall be due and owing on the first day thereafter which is not a Saturday, Sunday or City-recognized City holiday. Except as otherwise provided herein, any required performance shall be timely made if completed no later than 5:00 p.m. (Colorado time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

- 4.1.1 Based on the pre-construction phase services fee proposal submitted by the CMAR and accepted by the City (which by reference is made a part of this contract) the City shall pay the CMAR a fee not to exceed negotiated amount dollars as follows:

For the basic services described in Article 2, the CMAR shall receive a fee not to exceed:	\$ 22,315
Additional Services and allowances, as described in subsection 4.3:	\$ 0

Pre-construction phase related expenses, as described in subsection 4.3.1.4.	\$ 0
Total contract amount	\$ 22,315

4.2 PAYMENTS

- 4.2.1 Requests for monthly payments by the CMAR for pre-construction phase services shall be submitted to the City on an "Application and Certificate for Payment" form and shall be accompanied by a progress report, and detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of tasks accomplished during the billing period, a listing of any deliverables submitted, and copies of any subconsultants' requests for payment, plus similar narrative and listings of deliverables associated with their work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the work effort expended on that service in the preceding month.
- 4.2.2 The fees for the CMAR and any subconsultants shall be based upon the hourly rate schedule included as Exhibit B attached.
- 4.2.3 The CMAR shall pay all sums due subconsultants for services and reimbursable expenses within fourteen (14) days after the CMAR has received payment for those services from the City.
- 4.2.4 The CMAR agrees that it will not submit charges or claims for costs or damages of any type for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. The City does not waive any of its legal rights by agreeing to extend the time for the CMAR to complete any services in whole or in part.
- 4.2.5 If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL PRE-CONSTRUCTION PHASE SERVICES

- 4.3.1 The following additional services shall be required for the successful completion of the project. Mark-ups are not authorized and only the reimbursable items specifically identified below shall be reimbursable:
- 4.3.1.1 If not available within the CMAR's staff, CMAR shall secure services of a qualified individual or firm to provide design plan and specifications review as required. The CMAR shall forward invoices from the individual or firm to the City for payment of costs. The cost of such services shall not exceed \$ 0 without prior written approval of the project manager.
- 4.3.1.2 All cost estimating services required under this Agreement shall be provided "in house" by the CMAR.

- 4.3.1.3 If approved by the City, the CMAR shall provide services related to evaluations of and recommendations for long lead-time procurements to meet the project schedule requirements. The cost for such services shall not exceed \$ 0 without prior written approval of the project manager.
- 4.3.1.4 When previously authorized by the project manager in writing, the CMAR shall be entitled to reimbursement at cost of pre-construction phase services related expenses incurred for the following items:
 - (a) Reasonable charges for air transportation, ground travel, authorized expenses while traveling shall be reimbursable in accordance with the GSA Travel Management Policies. The CMAR shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed \$ 0 without prior written approval of the project manager.
 - (b) Long-distance telephone and long-distance facsimile costs incurred on behalf of the project shall be reimbursed. These costs shall not exceed \$ 0 without prior written approval of the project manager.
 - (c) Non-overhead printing expenses incurred including the printing of construction documents for bidding, courier services or other project-related services that may be requested by the City. The cost of such service shall not exceed \$ 0 without prior written approval of the project manager.

ARTICLE 5 – CITY’S RESPONSIBILITIES

5.1 CITY RESPONSIBILITIES

5.1.1 The City, at no cost to the CMAR, shall furnish the following information:

- 5.1.1.1 One copy of data the City determines pertinent to the work. However, the CMAR shall be responsible for searching the records and requesting information it deems reasonably necessary for the project.
- 5.1.1.2 All available data and information pertaining to relevant policies, standards, criteria, and studies.
- 5.1.1.3 The name of the City employee or City’s representative who will serve as project manager during the term of this agreement. The project manager has the authority to administer this contract and monitor the CMAR’s compliance with all terms and conditions stated herein. The project manager has the authority to approve the project budget and project schedule. All requests for information from or decisions by the City on any aspect of the work or deliverables shall be directed to the project manager.
- 5.1.1.4 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the project. The scope of services for the design professional shall be provided to the CMAR for its information. The CMAR shall have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and design professional.

- 5.1.1.5 Supply all available copies of programs, reports, drawings, and specifications reasonably required by the CMAR.
- 5.1.1.6 Give written notice to the CMAR when the City becomes aware of any default or defect in the project or non-conformance with the drawings and specifications.
- 5.1.1.7 Notify the CMAR of changes affecting the budget allocations.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 City ownership of project documents: All work product (electronically or manually generated) including but not limited to cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared in the performance of this contract (collectively referred to as project documents) shall be the property of the City and are to be delivered to the project manager before the final payment is made to the CMAR. Nonetheless, in the event these project documents are altered, modified or adapted without the consent of the CMAR, which consent the CMAR shall not unreasonably withhold, the City agrees to hold the CMAR harmless to the extent permitted by law, from any liability arising out of or resulting from the City's alteration, modification or adaptation of the project documents.
- 6.1.2 CMAR to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CMAR, its subconsultants or personnel, during the course of performing this contract or arising out of the project shall belong to the CMAR.
- 6.1.3 License to City for Reasonable Use: The CMAR hereby grants, and shall require its subconsultants to grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the project documents, works or deliverables developed or created for the project and this contract. This license shall also include the making of derivative works.
- 6.1.4 Documents to Bear Seal: When applicable and required by Colorado law, the CMAR and its subconsultants shall endorse by a Colorado professional seal all plans, works and deliverables prepared by them for this contract.
- 6.1.5 City Marks/Logos: All City trade names, trademarks, service marks, websites, and/or logos belong to the City and may not be used in any advertising, promotions, or otherwise, without the prior written consent of the City.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

- 6.2.1 The CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction phase deliverables prepared or compiled pursuant to its obligations under this contract and shall at its sole own expense correct its work or deliverables to the City's sole satisfaction. The fact that the City has accepted or approved the CMAR's work or deliverables shall in

no way relieve the CMAR of any of its responsibilities under the contract, nor does this requirement to correct the work or deliverables constitute a waiver of any claims or damages otherwise available by law to the City.

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an alteration or modification in the character of work or a deliverable results in a substantial change to the character of the work under the contract, thereby materially increasing or decreasing the scope of services, cost of performance, or project schedule, the work or deliverable shall nonetheless be performed as directed by the City. However, before any altered or modified work begins, a change order or amendment shall be approved and executed by the City and the CMAR. Such change order or amendment shall not be effective until approved by the City in writing. In the event of additions to, modifications of, or deletions from the project, the compensation to be paid to the CMAR may accordingly be adjusted by the prior mutual agreement of the contracting Parties. No claim for extra work done or materials furnished by the CMAR shall be allowed by the City except as provided herein, nor shall the CMAR do any work or furnish any material(s) not covered by contract unless such work or material is first authorized in writing by the project manager. Work or material(s) furnished by the CMAR without prior written authorization shall be at the CMAR's sole cost and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

- 6.4.1 As used in the contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this contract.
- 6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this contract are confidential, proprietary information belonging to the City.
- 6.4.3 The CMAR shall not divulge data to any third party without the prior written consent of the City. The CMAR shall not use the data for any purposes except to perform the services required under this contract. These prohibitions shall not apply to the following data provided the CMAR has first given the required notice to the City:
- 6.4.3.1 Data which was known to the CMAR prior to its performance under this contract unless such data was acquired in connection with work performed for the City;
- 6.4.3.2 Data which was acquired by the CMAR in its performance under this contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make such disclosure and the CMAR is not otherwise required to hold such data in confidence; or
- 6.4.3.3 Data which is required to be disclosed by the CMAR by virtue of law, regulation, or court order.
- 6.4.4 In the event the CMAR is required or requested to disclose data to a third party, the CMAR shall first notify the City project manager of the request or demand for data. The CMAR shall timely give the City

sufficient facts to give the City a meaningful opportunity to consent to the disclosure or to take action that the City deems appropriate to protect the data from disclosure.

- 6.4.5 Within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the City the CMAR shall deliver a copy of all related data to the City. All data shall continue to be subject to the confidentiality agreements of this contract.
- 6.4.6 The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CMAR, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm.

6.5 PROJECT STAFFING

- 6.5.1 The CMAR has submitted to the City as part of its proposal an organization chart for the CMAR's staff and subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications/Bids, that will be performing the services under this Agreement. In the event the CMAR desires to change any key personnel, the CMAR shall submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director and those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 6.5.2 The CMAR shall maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this contract throughout the period of those services. If the City objects to any of the CMAR's staff based on reasonable cause, the CMAR shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the project and replace with new personnel acceptable to the City.
- 6.5.3 The CMAR's obligations pursuant to subsections 6.5.1 and 6.5.2 shall be performed at the CMAR's sole cost. Without limiting the generality of the foregoing, should any of the CMAR's key personnel be replaced, and should such replacement require the City, design professional, or the CMAR to undertake additional reevaluations, coordination, orientations, etc., the CMAR shall be fully responsible for all such additional costs and services.

6.6 SUBCONSULTANTS

- 6.6.1 Prior to the beginning the work, the CMAR shall provide the City with the names of all subconsultants to be used on this project for the City's approval. Subsequent changes in subconsultants shall be subject to the City's approval.
- 6.6.2 If the City objects to any of the CMAR's subconsultants based on reasonable cause, the CMAR shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the project and replace with new personnel acceptable to the City, at no cost to the City. The City will have no contractual relationship and will not work directly with subconsultants.

6.7 INDEPENDENT CONTRACTOR

- 6.7.1 The CMAR is and shall be an independent contractor and whatever measure of control the City exercises over the work performed pursuant to the contract shall be as to the results of the work only. No provision

in this contract shall give or be construed to give the City the right to direct the CMAR as to the details of accomplishing the work. Each Party shall act in its individual capacity and not as an agent, employee, partner, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. **CMAR shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City. CMAR is not entitled to worker's compensation benefits except as may be provided by the CMAR nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the CMAR or some entity other than the City.**

- 6.7.2 The CMAR does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 6.7.3 The CMAR has and retains control of and supervision over the performance of the CMAR's obligations hereunder and control over any persons employed by the CMAR for performing the services hereunder.
- 6.7.4 The City will not provide training or instruction to the CMAR or any of its employees regarding the performance of the Services hereunder.
- 6.7.5 Neither the CMAR nor any of its officers or employees will receive benefits of any type from the City.
- 6.7.6 The CMAR represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 6.7.7 All services are to be performed solely at the risk of the CMAR and the CMAR shall take all precautions necessary for the proper and sole performance thereof.
- 6.7.8 The CMAR will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

6.8 TERMINATION

- 6.8.1 The City reserves the right, at its sole discretion and without cause, to terminate or abandon any or all services provided for in this contract or terminate or abandon any portion of the project for which any services have been performed by the CMAR upon thirty (30) days written notice to the CMAR.
- 6.8.2 In the event the City terminates any or all of the services or any part of the services, upon receipt of written notice of the termination the CMAR shall immediately discontinue work and take all reasonable steps to minimize the incurrence of costs allocable to the work under this contract.
- 6.8.3 The CMAR, upon such termination, shall promptly deliver to the City all reports, estimates and other work or deliverables entirely or partially complete, together with all unused materials supplied by the City.

6.8.4 The CMAR shall appraise the work completed and submit an appraisal to the City for evaluation. The City shall have the right to inspect the CMAR's work or deliverable to appraise the work completed.

6.8.5 The CMAR shall receive compensation in full for services satisfactorily performed to the date of such termination. The fee shall be paid in accordance with Article 4 of this contract, and shall be an amount mutually agreed upon by the CMAR and the City. If there is no mutual agreement, the final determination shall be made in accordance with paragraph 6.9, "Disputes." However, in no event shall the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work." The City shall make the final payment within sixty (60) days after the CMAR has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this contract or the duties required therein, the final determination at the administrative level shall be made by the City's Director of Public Works.

6.10 WITHHOLDING PAYMENT

6.10.1 To the extent permitted by law, the City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CMAR, until such time that a final settlement on those claims has been reached between the parties.

6.11 RECORDS/AUDIT

6.11.1 Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis. The City and its authorized representatives reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this contract and any change orders. The City reserves the right to decrease the contract amount and/or payments made on this contract if, an audit of the CMAR's records shows that the CMAR has provided false, misleading or inaccurate cost and pricing data.

6.11.2 The CMAR shall include a provision similar to paragraph 6.11.1 in all of its agreements with subconsultants, subcontractors, and suppliers providing services under this contract to ensure the City and its authorized representatives have access to the subconsultants', subcontractors', and suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease the contract amount and/or payments made on this contract if the above provision is not included in subconsultant, subcontractor, and supplier contracts, or if one or more of those parties does not allow the City to audit its records to verify the accuracy and appropriateness of pricing data.

6.12 NOTICES

6.12.1 Unless otherwise provided herein, all notices and demands under this contract shall be in writing and shall be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the postmarked date if sent by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City: Jordan Jefferies, Project Manager
City of Louisville
749 Main Street
Louisville, CO 80027

To CMAR: Ian Mestdagh, Project Manager
ECI Site Construction Management, Inc.
2526 14th St SE
Loveland, CO 80537

To Design Professional: John Beggs, Project Manager
RVI, Inc.
506 South College Ave
Fort Collins, CO 80524

6.13 COMPLIANCE WITH LAWS; CODE OF ETHICS

- 6.13.1 CMAR shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 6.13.2 CMAR acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. CMAR agrees to abide by the gift restrictions of the City's Code of Ethics.
- 6.13.3 CMAR will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. CMAR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 6.13.4 CMAR shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

6.14 CONFLICT OF INTEREST

- 6.14.1 To evaluate and avoid potential conflicts of interest, the CMAR shall provide written notice to the City of any work or services performed by the CMAR for third parties that may involve or be associated with

any real property or personal property owned or leased by the City. Such notice shall be given seven (7) business days prior to commencement of the project by the CMAR for a third party, or seven (7) business days prior to an adverse action as defined below.

6.14.2 Actions considered to be adverse to the City under this contract include but are not limited to:

6.14.2.1 Using data as defined in the contract, acquired in connection with this contract to assist to third party in pursuing administrative or judicial action against the City;

6.14.2.2 Testifying or providing evidence on behalf of any person in connection with administrative or judicial action against the City;

6.14.2.3 Using data to produce income for the CMAR or its employees independently of performing the services under this contract, without the prior written consent of the City.

6.14.3 The CMAR represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CMAR under this contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.14.4 The CMAR's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this contract.

6.15 CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE

6.15.1 Prior to performing any work, the CMAR must provide to the City project manager its contractor's license classification and number, its City of Louisville contractor's license number, and its Federal Tax I.D. number.

6.16 SUCCESSOR AND ASSIGNS

6.16.1 The City and the CMAR shall each bind itself, and its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of the other party in respect to all covenants of this contract. Neither the City nor the CMAR shall assign, delegate, sublet, or transfer its interest in this contract without the prior written consent of the other. Any assignment, delegation, sublet, or transfer without the prior consent of the City shall be void. In no event shall any contractual relationship be created or be construed to be created between any third party and the City.

6.17 THIRD PARTY BENEFICIARY

6.17.1 This contract shall not be construed to give any rights or benefits in the contract to anyone other than the City and the CMAR. All duties and responsibilities set forth in this contract shall be for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.

6.18 FORCE MAJEURE

6.18.1 Neither Party shall be in default by reason of any failure in performance of this contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of the Party

7.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.2.1 Without limiting any of its obligations or liabilities, the CMAR, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed by the State of Colorado, and in a form reasonably satisfactory to the City. Evidence of qualified self-insured status may be substituted if reasonably satisfactory to the City. Insurance provided by CMAR shall be primary.

7.2.1.1 General Clauses

7.2.1.1.1 **Additional Insured.** Except for Workers' Compensation, Employer's Liability, and Professional Liability coverage, the City and its agents, representatives, directors, officials, employees, and officers shall be named as additional insureds on all policies for insurance coverage required by this contract.

7.2.1.1.2 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until work required to be performed under the terms of the contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this contract, at the sole discretion of the City.

7.2.1.1.3 **Primary Coverage.** The CMAR's insurance, shall be primary insurance. Any insurance carried by the City shall be excess coverage and not contributory coverage to that provided by the CMAR.

7.2.1.1.4 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

7.2.1.1.5 **Waiver.** The policies, except Workers' Compensation, Employer's Liability, and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officials, employees, and officers for any claims arising out of the work of the CMAR. The City does not waive subrogation on Workers' Compensation.

7.2.1.1.6 **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. The CMAR shall be solely responsible for any deductible and/or self-insured retentions. If required by the City, the CMAR shall post a performance bond equal to the deductible or self-insured retention.

7.2.1.1.7 **Certificates of Insurance.** Prior to commencing services under this contract, the CMAR shall furnish the City with Certificates of Insurance and additional insured endorsements, issued by CMAR'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this contract are in full force and effect and that the City is endorsed as an additional insured. These documents shall identify this contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to **Jordan Jefferies**, Project Manager, City of Louisville, 749 Main Street, Louisville, Colorado 80027.

7.2.2 Workers' Compensation/Employer's Liability

7.2.2.1 The CMAR shall maintain Workers' Compensation/Employer's Liability insurance to cover obligations imposed by federal and Colorado law.

7.2.2.2 The CMAR shall require all subcontractors to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CMAR.

7.2.3 Automobile Liability. The CMAR shall maintain automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CMAR services.

7.2.4 Commercial General Liability. The CMAR shall maintain commercial general liability insurance with an unimpaired limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this contract. The Certificate of Insurance for the commercial general liability policy shall expressly cover CMAR's indemnification obligations set forth in this contract. The general liability insurance policy may not be written on a "claims made" basis.

7.2.5 Professional Liability. The CMAR shall maintain professional liability insurance covering negligent errors and omissions arising out of the services performed by the CMAR and any of its employees, with an unimpaired limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, or 10% of the construction budget, whichever is greater. The CMAR shall require each subcontractor to secure and maintain Professional Liability insurance sufficient for the protection of the portion of the work to be performed by such subcontractor on the same basis as above. The compilation of the total required insurance coverage under this paragraph shall remain the responsibility of CMAR.

7.3 INDEMNIFICATION

7.3.1 **Personal Injury and Property Damage Claims:** The CMAR agrees to indemnify, defend, and hold harmless the City (including its officials, officers, insurers, agents, and employees) from all suits, actions, loss, damage, expense, costs or claims, of any character or any nature (including attorneys' and expert witness fees and all costs of litigation), attributable to bodily injury, sickness, disease, death, or injury to or destruction arising out of, or alleged to have arisen out of, any negligent act, omission or work done by the CMAR and/or its employees, suppliers, subcontractors, and/or subconsultants, in fulfillment of the terms of this contract. The CMAR further agrees to indemnify, defend, and hold harmless the City (including its officials, officers, insurers, agents, and employees) from any claim or amount giving rise to a recovery under workers' compensation laws, or arising out of the failure of the CMAR (and/or its employees, suppliers, subcontractors and/or subconsultants) to conform to applicable and appropriate statutes, ordinances, regulations, laws, court orders, or professional standards. The CMAR's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act or omission of the City; except that, it is the intent of the parties to this contract that the City shall be indemnified and held harmless by the CMAR even in those instances where it is alleged that the City was at fault in reviewing, accepting or approving the plans, specifications or work product provided by CMAR for the project; provided

that, the City shall not be indemnified, or held harmless by CMAR if the City directed the CMAR to include in the plans, specifications or work product the element(s) which is the basis for any such suit, action or claim and the CMAR recommended, in writing, that such element(s) not be included in the plans, specifications or work product. It is agreed that, in those situations where the CMAR is obligated to indemnify and hold harmless the City, the CMAR shall be responsible for primary loss investigation, defense, and judgment costs. In all other situations, each party shall be responsible for its own primary loss investigation, defense and judgment costs. The defense, indemnity, and hold harmless provisions of this Agreement will survive expiration or termination of this Agreement.

7.4 INTEGRATION

7.4.1 This contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter addressed herein is hereby superseded.

IN WITNESS WHEREOF, the person signing this Agreement below, warrants that they have full authority to do so and that their signatures shall bind the parties for which they sign, and the parties hereto enter into this Agreement on the date first above written.

CITY OF LOUISVILLE,

a Colorado Municipal Corporation

By: _____
Chris Leh, Mayor

Attest: _____
Genny Kline, City Clerk

CMAR:

ECI SITE CONSTRUCTION MANAGEMENT, INC.

By: _____

Title: PRESIDENT / CEO

EXHIBIT A
DOWNTOWN FRONT & CENTER PROJECT

Pre-Construction Services
Scope of Services



City of Louisville Downtown Streetscapes Project - Phase 1 Scope Narrative

Phase 1A -Pre-Construction

1. Kick-off Meeting (April 2025)

Assumes a one meeting that would include all members of the construction and pre-construction team from ECI. The goal of this meeting would be to make full team introductions, understand stakeholder's goals, communicate schedule expectations, and budget expectations for the project

2. Pre-Construction Meetings (April 2025 – September 2025)

These meetings are assumed to be held bi-weekly for the duration of April 2025 – September 2025 and approximately an hour in duration. The pre-construction team will facilitate the correct construction and/or estimating personnel to attend these meetings based on agenda items and scope discussions.

3. Sequencing of Construction/Scheduling

The pre-construction team will develop and deliver a construction schedule that details the planned activities for Phase 1A. This will include permitting, material procurement, and site construction/installation.

4. Cost Estimating/Value Engineering

ECI will prepare a cost estimate for Phase 1B which is assumed to consist of primarily wayfinding signage. Through the development of this cost estimate ECI will prepare value engineering options for the team's review.

Phase 1B – Pre-Construction

1. Pre-Construction Project Meetings (July 2025 – September 2026)

These meetings are assumed to be held bi-weekly for the duration of July 2025 – August 2026 and approximately an hour in duration. The pre-construction team will facilitate the correct construction and/or estimating personnel to attend these meetings based on agenda items and scope discussions. The team will provide constructability insights, pricing implications, and schedule implications as the design team refines project design and specifications.

2. Site Investigation

This activity assumes up to 3 site visits approximately 2 hours in duration to identify risks and site constraints based on the evolution of the design documents. These meetings will include the pre-construction team along with the project superintendent.

3. Design Milestone Meetings (30%, 60%, 90%, 100%, GMP)

These meetings are assumed to occur at each design milestone to allow the design team to present the design at each milestone, approximately 2 hours is planned for each meeting. ECI plans to have both the pre-construction and construction team members at this meeting.

4. Cost Estimating/Value Engineering/Technical Review/Assemble GMP

ECI will prepare an opinion of probable cost at each design milestone along with a trend log that will show changes through the design evolution. These estimates will be itemized on a schedule of values and presented to the team. Along with the schedule of values the team will provide value engineering along with constructability analysis throughout the design process and pricing deliverables.

5. Procurement Process – Prepare/Submit Final GMP

ECI will work with the City to prepare the required bid requirements along with suggestions for best value selections of subcontractors and material suppliers. These results will be presented along with an GMP proposal to the City.

EXHIBIT B
DOWNTOWN FRONT & CENTER PROJECT

Pre-Construction Services
Not To Exceed Hourly Billing



LOVELAND, CO 80539
PH: 970.669.6291
FAX: 970.669.6411
www.ecisite.net

PROJECT: City of Louisville Downtown Streetscape Project - Phase 1 **DATE:** 4/3/2025

PHASE 1 - PRE-CONSTRUCTION SERVICES

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1) Phase 1 Project Meetings/ Estimating/ Concept Refinement					
	Project Kickoff Meeting with Project Team - April 2025				
1	Attend Kickoff Meeting - Tyler Hitchcock, Superintendent; Ian Mestdagh, Pre-Con; Sarah Evans, Pre-Con; Anna Hoehn, PM; Jay Burgess, Estimator	EA	1	\$ 200.00	\$ 200.00
PHASE 1A	Pre-Construction Project Meetings (Phase 1A) - Bi-Weekly April 2025- Sept. 2025 based on Preliminary Contract Time/ Schedule and Addendum #1				
6A	Attend Meetings- Sarah Evans, Pre-Con	HR	15	\$ 100.00	\$ 1,500.00
6B	Attend Meetings- Anna Hoehn, PM	HR	15	\$ 95.00	\$ 1,425.00
6C	Attend Meetings- Jay Burgess, Estimator	HR	15	\$ 80.00	\$ 1,200.00
6D	Travel Time for In Person/ Teams Meetings	HR	4	No Cost	No Cost
PHASE 1A	Sequencing of Construction/ Scheduling				
8a	Develop Comprehensive Schedule outlining phased Civil and Architectural Const. - Sarah Evans	HR	12	No Cost	No Cost
PHASE 1A	Cost Estimating/ Value Engineering/Technical Review and Analysis				
9A	Value Engineering Suggestions/Review/Cost Analysis- Jay Burgess	HR	32	No Cost	No Cost
PHASE 1B	Pre-Construction Project Meetings (Phase 1B) - Bi-Weekly July 2025- Aug. 2026 based on Preliminary Contract Time/ Schedule and Addendum #1				
2A	Attend Meetings- Sarah Evans, Pre-Con	HR	20	\$ 100.00	\$ 2,000.00
2B	Attend Meetings- Anna Hoehn, PM	HR	20	\$ 95.00	\$ 1,900.00
2C	Attend Meetings- Jay Burgess, Estimator	HR	20	\$ 80.00	\$ 1,600.00
2D	Travel Time for In Person/ Teams Meetings	HR	10	No Cost	No Cost
PHASE 1B	Site Investigation (Phase 1A/1B)				
3A	Site Investigation/ Logistics - Ian Mestdagh PE	HR	6	\$ 110.00	\$ 660.00
3B	Site Investigation/ Logistics - Sarah Evans PE	HR	6	\$ 100.00	\$ 600.00
3C	Site Investigation/ Logistics - Tyler Hitchcock	HR	6	\$ 90.00	\$ 540.00
PHASE 1B	Design Milestone Meetings 30%,60%,90%, 100% GMP (Phase 1B)				
7A	Attend Meetings- Ian Mestdagh, Pre-Con	HR	12	\$ 110.00	\$ 1,320.00
7B	Attend Meetings- Sarah Evans, Pre-Con	HR	12	\$ 100.00	\$ 1,200.00
7C	Attend Meetings- Anna Hoehn, PM	HR	12	\$ 95.00	\$ 1,140.00
7D	Attend Meetings- Jay Burgess, Estimator	HR	12	\$ 80.00	\$ 960.00
7E	Travel Time for In Person/ Teams Meetings	HR	16	No Cost	No Cost
PHASE 1B	Cost Estimating/ Value Engineering/Technical Review and Analysis/ Assemble GMP (Phase 1A)				
4A	Value Engineering Suggestions/Review/Cost Analysis- Jay Burgess	HR	32	\$ 80.00	\$ 2,560.00
4B	Value Engineering Suggestions/Review/Cost Analysis- Sarah Evans	HR	8	\$ 100.00	\$ 800.00
PHASE 1B	Procurement Process - Prepare/ Submit Final GMP				
10A	Recommend Procurement Process/ Facilitate Bid Process - Jay Burgess	HR	32	\$ 80.00	\$ 2,560.00
10B	Subcontractor Negotiation/ Review/Cost Analysis- Anna Hoehn/ Jay Burgess	HR	18	No Cost	No Cost
10C	Reimbursable/ Plans/ Copies/ Misc. Travel	LS	1	\$ 150.00	\$ 150.00
Pre-Construction Services Subtotal:					\$ 22,315.00
Grand Total Phase 1A & 1B Pre-Construction Services:					\$ 22,315.00

