

## OWNER'S REPRESENTATIVE AGREEMENT

**THIS OWNER'S REPRESENTATIVE AGREEMENT** (the "Agreement") is made on March 22, 2020 ("Effective Date") by and between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia Michigan 48154 ("School District"), and **PLANTE & MORAN CRESA, L.L.C.**, a Michigan limited liability company, whose address is 26300 Northwestern Highway, Southfield, Michigan 48076 ("Owner's Representative"). School District and Owner's Representative may each be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, this Agreement constitutes the understanding of the responsibilities and obligations of the Owner's Representative, as the Owner's Representative for the School District relative to construction and other projects undertaken through the School District's proposed 2021 Bond Issue (the "Bond Issue") and the additional mutually agreed upon capital projects which are funded independently from the Bond Issue through funds available to the School District but that are related to, or a necessary component of, the Bond Issue projects (the "Additional Projects") (collectively the "Bond Issue Projects" and the "Additional Projects" are referred to as the "Construction Program" and or the "Projects");

WHEREAS, Owner's Representative stands ready and able to provide the highest level of Owner Representation Services for the School District's Construction Program should and will demand consistent with the professional skill and care ordinarily provided by owner's representatives practicing in the same or similar locality under the same or similar circumstances; and

WHEREAS, the Parties have reached agreement on the various terms of the Agreement as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall commence on the Effective Date and shall terminate approximately ninety (90) months from the election date of the successful passage of a Bond Issue, the vote being held on May 4, 2021, unless extended by the Parties or terminated earlier, in accordance with the provisions of Paragraph 8 below (the "Term"). Notwithstanding the above, in the event the Construction Program extends beyond the Term of this Agreement, through no fault of the School District or the Owner's Representative, the Owner's Representative shall provide its Services to the School District without any additional compensation in order to complete the Construction Program, unless otherwise agreed to by the Parties in writing.

2. **OWNER'S REPRESENTATIVE SERVICES.** The School District hereby engages the Services of Owner's Representative, and Owner's Representative hereby accepts such engagement, to serve as an independent contractor and to perform the following Services in accordance with the terms and conditions set forth herein. The School District shall have no right to control the details, manner or means by which Owner's Representative accomplishes the results of the Services performed hereunder. However, the School District's Superintendent or her designee, shall have the right to prioritize the Services of Owner's Representative in consultation with Owner's Representative and Owner's Representative agrees that its Services shall maintain the overall Construction Program schedule agreed to by the Parties. The Owner's Representative's Services shall include, but shall not be limited to, the duties as set forth in Owner's Representative Scope of Services, which attached hereto and incorporated herein by reference as **Exhibit A**, duties reasonably incidental to those set forth in **Exhibit A**, and other duties agreed to by the Parties in writing (collectively the "Services").

3. **COMPENSATION/INVOICES.**

A. **Compensation.**

i. **Phase I – Capital Planning (Pre-Bond) Services:** Upon successful passage of the Bond Issue and issuance of the Bonds by the School District, the School District shall pay the Owner's Representative a fixed fee of Thirty Thousand and 00/ 00 (\$30,000.00), Dollars for Pre-Bond Services plus reimbursement of Owner's Representative's out-of-pocket expenses incurred by Owner's Representative in connection with the performance of such Pre-Bond Services. In the event the Bond Issue is unsuccessful, all Pre-Bond Services fees and Reimbursable Expenses for Pre-Bond Services will be deferred until the Bond Issue or after the second failed attempt so long as the second attempt is within one year of the first vote on the Bond Issue.

ii. **Phase II – Owner Representation Services:** The Owner's Representative shall perform all Services during the Term of this Agreement for a lump sum fixed fee of Two Million Eight Hundred Ninety Thousand and 00/100 (\$2,890,000.00) Dollars, which fixed fee is derived using a fee percentage, being One and Seven Tenths (1.70%) percent, multiplied by the Cost of the Work being managed by Owner's Representative, being One Hundred Seventy Million and 00/100 (\$170,000,000.00) Dollars, plus reimbursement of Owner's Representative's out-of-pocket expenses incurred by Owner's Representative in connection with the performance of Owner's Representative Services. Notwithstanding the fact that the parties have agreed upon a lump sum fixed fee based upon the Cost of the Work, the parties acknowledge that the Owner has the right to modify the Scope of the Projects by removing Projects, adding Projects or revising/modifying Projects and, in that case, the Owner's Representative's fee will be revised to reflect the same based on the Scope of the Work and Schedule, as revised. If the Cost of the Work is reduced or increased for any reason whatsoever (including changes to the proposed Scope of the Work), the parties shall mutually agree upon a reduced or increased lump sum fee respectively using the percentage (being 1.70%) as the basis for such reduction or increase. Notwithstanding the Owner Representative's Proposal, even though the Owner's Representative provided the Owner with a number of hours budgeted for Owner's Representative Services, Owner's Representative shall provide all Owner's Representative Services under this Agreement for the lump sum fixed fee even if it takes the Owner's Representative additional hours over its budgeted hours.

iii. **Reimbursable Expenses:** Reimbursable Expenses (such as mileage, printing, software license fees, etc.) for Phase I and Phase II collectively, shall be invoiced as incurred, but not more than monthly, at actual cost, without markup, and shall not exceed a total of Fifty Thousand and 00/100 (\$50,000.00) Dollars. Any single Reimbursable Expense in excess of Five Hundred and 00/ 100 (\$500.00) Dollars shall be approved in writing and in advance by the School District prior to such Reimbursable Expenses being incurred.

B. Invoices. The lump sum fixed fee for Owner's Representative Services shall be invoiced by Owner's Representative to the School District in ninety (90) equal monthly installments commencing from the date of the sale of the Bonds. Notwithstanding the above, in the event the Construction Program extends beyond the Term of this Agreement, Owner's Representative shall provide its Services to the School District without any additional compensation in order to complete the Construction Program, unless otherwise agreed to by the Parties in writing.

C. Payment of Invoices. Payment shall be made by the School District to Owner's Representative within thirty (30) days of receipt of an invoice. Disputes regarding amounts contained in any invoice will be communicated to Owner's Representative by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Owner's Representative is able to resolve the matter to the School District's satisfaction within seven (7) business days prior to payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Owner's Representative's failure to timely resolve the matter as set forth above.

4. **RELATIONSHIP BETWEEN PARTIES.** Owner's Representative is retained and engaged by the School District only for the purposes and to the extent set forth herein. Owner's Representative shall not be considered an employee of the School District, nor is Owner's Representative, or any of its employees or agents, entitled to participate in any plans, arrangements, or distributions by the School District pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans. Further, the School District will not withhold or pay any State, Federal or Local taxes, FICA, FUTA, MESC Insurance or Workers' Compensation Insurance and Owner's Representative will indemnify and hold the School District harmless for the payment of such sums, interest, penalties, or cost of collection of same, including reasonable attorney fees. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of Services by Owner's Representative in accordance with its independent and professional judgment. This Agreement shall be subject to Owner's Representative's performance of its Services substantially in accordance with generally accepted practices and principals. No tenure or other rights/benefits typically arising out of an employee-employer relationship shall arise out of this Agreement on behalf of Owner's Representative.

5. **INDEPENDENT CONTRACTOR.** It is expressly agreed between Owner's Representative and the School District that Owner's Representative will act as an independent contractor in the performance of its duties under this Agreement and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Owner's Representative shall be self-directed in its activities (provided Owner's Representative shall abide by the terms of this Agreement). Owner's Representative shall determine its own methods and manner for performing the Services to be performed under this Agreement within the overall policies and budgets established by the School District, as the same may be amended by the School District from time to time. Owner's Representative shall remain solely responsible for determining the means and methods of performing Services under this Agreement provided all Services maintain the project schedule for the Construction Program agreed upon by the Parties. Accordingly, Owner's Representative shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Owner's Representative's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

6. **KEY PERSONNEL.** Although the School District has hired Plante & Moran CRESA, L.L.C. to act as its Owner's Representative, the Parties agree that the School District desires those individuals set forth in **Exhibit B**, attached hereto and incorporated herein by reference, to serve as its Owner's Representative. Owner's Representative agrees that it shall not remove those individuals set forth in **Exhibit B** from the Project without the prior written consent or request of the School District.

7. **ASSIGNMENT.** Owner's Representative may not assign this Agreement or any of its duties or obligations hereunder without the prior written consent of the School District and any assignment without such consent shall be null and void.

8. **TERMINATION.**

A. **Termination For Cause.** This Agreement may be terminated by either Party upon not less than seven (7) days' written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination and fails to cure such default within such seven (7) day period. If this Agreement is terminated due to Owner's Representative's failure to substantially perform in accordance with the terms of this Agreement, Owner's Representative shall receive no fees or Reimbursable Expenses other than those due for Services actually rendered, without negligence, prior to the date of termination.

B. **Termination For Convenience.** This Agreement may be terminated for any reason by the School District upon not less than seven (7) calendar days' written notice to the Owner's Representative. In the event this Agreement is terminated for convenience by the School

District, the School District's sole responsibility shall be to pay Owner's Representative its compensation for Services actually rendered, or any portion thereof, prior to the effective date of termination.

C. Compensation Upon Termination. In the event this Agreement is terminated for any reason, the School District's sole responsibility shall be to pay Owner's Representative the pro-rata portion of its compensation for Services actually rendered prior to the effective date of termination.

D. Responsibilities for the Construction Program Following Termination. The Parties acknowledge that the Owner's Representative will prepare various documents or other instruments of service as part of its performance of the Services (the "Documents") and that following any termination of this Agreement, the School District will be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the School District's use of the projects and improvements completed under the Construction Program. The Documents may also be used by the School District and others for the completion of the Construction Program, provided however, that following any termination of this Agreement the Owner's Representative is not responsible for, nor able to influence, the subsequent implementation of the Construction Program and the Owner's Representative is relieved of an liability as a result of such subsequent use of the Documents except for liability arising from the Owner's Representative's gross negligence, willful misconduct or failure to perform the Services in accordance with this Agreement prior to termination. The Parties further acknowledge the both Parties have an ongoing obligation after any termination to mitigate damages that may have resulted from the Owner's Representatives Services.

9. **NON-WAIVER.** Waiver by either Party of any default or breach of any provision of this Agreement by the other Party shall not be construed as a waiver of any subsequent default or breach.

10. **INSURANCE.** Owner's Representative shall procure and maintain the following insurances throughout the Term of this Agreement: (1) Comprehensive Commercial General Liability, including coverage for personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; (2) Automobile Liability and truck liability coverage with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00); (3) Workers' Compensation coverage that meets or exceeds legal requirements; (4) Umbrella Coverage in the amount of Five Million Dollars (\$5,000,000.00); and (5) Professional Liability coverage with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. The Certificate(s) of Insurance shall be endorsed to name the School District shall be named as an additional insured on the appropriate insurance policy(ies). Owner's Representative Certificate(s) of Insurance evidencing such insurance is attached hereto as **Exhibit C.**

11. **GENERAL INDEMNIFICATION.** Owner's Representative shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including

actual attorney's fees and actual expert witness fees arising out of or in connection with Owner's Representative's performance of the Services pursuant to this Agreement and/or from Owner's Representative's violation of any of the terms of this Agreement, including, but not limited to: (i) the negligent acts or willful misconduct of Owner's Representative, its officers, directors, employees, successors, assigns, contractors, Consultants and agents; (ii) any breach of the terms of this Contract by Owner's Representative, its officers, directors, employees, successors, assigns, contractors, Consultants and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the services; or (iv) any breach of any representation or warranty by Owner's Representative, its officers, directors, employees, successors, assigns, contractors, Consultants and agents under this Agreement. Owner's Representative shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Agreement. This Paragraph shall survive the expiration or earlier termination of this Agreement and shall not be limited by Owner's Representative's insurance obligations contained in this Agreement.

12. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the Parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental entity or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.

13. **NOTICE.** Any and all notices provided for herein shall be given in writing by first class, registered or certified mail, postage prepaid, at the address identified in the preface of this Agreement.

14. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

15. **MODIFICATION.** No provision of this Agreement may be modified by a Party without the prior written consent of the other Party.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties consent to the venue and personal jurisdiction of Wayne County, Michigan.

17. **SCHOOL DISTRICT POLICIES.** Owner's Representative shall be responsible for knowing the School District's policies concerning appropriate behavior of person in School District's facilities and on its properties, including for example, the prohibitions of alcohol and tobacco in School District's facilities and on its properties, and shall comply with all such policies.

18. MISCELLANEOUS.

A. Owner's Representative and the School District acknowledge that Owner's Representative shall have no authority, express or implied, to enter into written or oral agreements on behalf of the School District, to take any other actions with respect to the School District's Project or the business affairs of the School District, or to commit or otherwise obligate the School District in any manner whatsoever, without the prior written approval of the School District. The Services provided by Owner's Representative are inherently advisory in nature. Owner's Representative shall have no responsibility for management decisions or management functions.

B. Owner's Representative does not warrant or guarantee the outcome of Project proformas, budgets or other financial projections developed by Owner's Representative for use in connection with its Services. Budgets, cost estimates, schedules, and financial projections prepared by Owner's Representative represent Owner's Representative's best professional judgment as a consultant. It is recognized, however, that neither Owner's Representative nor the School District have control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. Owner's Representative cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any Project budget proposed, established or approved by the School District, or from any cost estimate, projection or evaluation prepared by Owner's Representative.

C. Owner's Representative shall not be responsible for the failure of engineers, architects, general contractors, construction manager, subcontractors, vendors, attorneys, or other consultants to carry out their respective duties and obligations to the School District. Owner's Representative is not responsible for the performance of any party not employed directly by Owner's Representative.

D. Owner's Representative's Services do not include professional architectural or engineering services. Owner's Representative shall not be responsible for the design of any Project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a Project, for any other error or omissions of architects or other design professionals, if any, in connection with a Project, or for the failure of the construction drawings and specifications for a Project to comply with the requirements of the School District or with applicable codes or legal requirements. It shall be the responsibility of the School District's architect, not Owner's Representative, to identify building code and other legal requirements pertaining to the design of a Project for the School District.

E. Owner's Representative shall not be responsible for construction means, methods, techniques, sequences and procedures, and safety programs and measures employed by contractors or others in the performance of their contracts, and shall not be responsible for the failure of any contractor or supplier to carry out work in accordance with the construction drawings and specifications or other contract requirements.

F. Any acts of Owner's Representative in providing consultation, advice and/or recommendations to the School District regarding the performance or the default of the School District's architect, contractor(s)/construction manager, vendors or other consultant(s), shall not be deemed to be the assumption by Owner's Representative of management or control of the architect, contractor(s)/construction manager, vendors or consultants or of the School District's Project.

G. Owner's Representative is not an attorney at law, and the Services provided by Owner's Representative exclude professional legal services. If the scope of Owner's Representative's Services includes assistance with the negotiations of agreements on behalf of the School District, such agreements shall be subject to the School District's approval. The School District shall provide for the review of such agreements by the School District's attorneys and insurance consultants as deemed to be appropriate by the School District.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties, supersedes all previous agreements, written or oral, and there are no understandings or representations of any kind, express, implied or otherwise, not expressly set forth herein.

**AGREED TO AND ACCEPTED:**

**SCHOOL DISTRICT:**

**OWNER'S REPRESENTATIVE:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS \_\_\_\_\_

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## EXHIBIT A

### SCOPE OF SERVICES

#### **OWNER'S REPRESENTATIVE CAPITAL PLANNING (PRE-BOND) SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:**

Capital Planning Services: Owner's Representative's Building Utilization Assessment Services may be comprised of the following:

##### **Part 1 – Capital Assessment Services:**

1. **Facility and Technology Improvement Plan:** Meeting with the School District's steering committee, Administration, and Board of Education to review and refine the previously completed facility and information technology assessments and generate an implementation strategy based on the School District's curriculum goals and budget. The strategy will assist the School District in prioritizing the District's needs to the funding sources available.

##### **Part 2 – Informational Campaign**

1. Assist the School District in developing bond ballot information materials, which communicate the School District's needs, for dissemination to the community and voters.

#### **OWNER'S REPRESENTATIVE'S SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:**

**Owner Representative Services:** Upon successful passage of the Bond Issue, Owner's Representative shall provide the Services as set forth below (collectively the "Owner Representative Services"):

##### **1. Project Liaison**

Owner's Representative shall serve as a key liaison between the School District, the School District's architect(s)/engineer(s), construction manager(s), technology designer, contractor(s) and other professional service firms. This service is comprised of, assisting the School District with the coordination of activities, assisting the School District in resolving issues, and reporting the Construction Program's progress to the School District at its Board Meetings monthly or as otherwise determined by the Owner's Representative or the School District as necessary.

## **2. Program Development**

Owner's Representative will assist the School District and the Project team in the development of a final program identifying the size, scope, cost, delivery method, etc. of the proposed renovations of the facilities. Activities may be comprised of the following:

- Reviewing the final space and site programs for each facility;
- Reviewing the School District's building standards;
- Assisting in the development of the phasing plan for the Project;
- Assisting in the development of a final budget and schedule for the Project;
- Assisting in selection of a Project delivery method; and
- Assisting in the development of a Project Responsibility Matrix outlining the duties and responsibilities of the School Districts' architect(s), construction manager(s), technology designer, Owner's Representative, contractor(s), and other consultants.

## **3. Architect Selection:**

Using a criteria-based selection (CBS) process, assisting the School District in the selection of architectural firm(s) based on an approved Project delivery method. Activities may be comprised of the following:

- Assisting the School District in developing selection criteria, weights, and scoring;
- Assisting the School District with drafting and delivering requests for qualifications (RFQs) to prospective architects;
- Assisting the School District and its legal counsel with drafting and delivering request for proposals (RFPs) to prospective architects;
- Participating as an advisor to the School District in pre-proposal conferences;
- Analyzing proposals and qualifications and preparing an executive summary in a comparative format;
- Participating as an advisor to the School District in interviews of the prospective architects(s); and
- Facilitating the School District's selection committee in formulating a recommendation regarding the selection of architect(s) for the Project.

## **4. Architect Contract Negotiations**

Owner's Representative will assist the School District and its legal counsel in the development of a final architectural contract(s) that identifies the proposed staffing, scope of services, compensation and other terms and conditions. Activities may be comprised of the following:

- Assisting in developing a defined scope of services for architect's (or architects') responsibilities for the Project;
- Identifying Instruments of Service that provide for the School District's future use, including by other vendors on behalf of the School District;
- Assisting in developing a schedule for the architect(s) to adhere to through the schematic design, design development, construction documents, bidding, construction administration, and closeout phases of the Project;
- Developing and implementing a document review process that allows the School District and its vendors time for review and comments;
- Identifying process for reviewing contract changes that help mitigate the School District's financial risk;
- Assisting in developing and implementing of an invoicing and payment process that aligns with the School District's draw schedule;
- Recommending options to the School District regarding the establishment of a design contingency to help mitigate the School District's risk to errors and omissions costs;
- Assisting in the establishing compensation and terms and conditions in line with current market conditions; and
- Assisting and conducting the same/or similar process, as outlined above, for the following consultants, if required consultants:
  - Technology/Security Designer
  - Geotechnical and Material Testing;
  - Civil Engineering/Surveying;
  - Environmental Consulting;
  - Furniture and Equipment Designer;
  - Athletic Design Services;
  - Roofing Consultant; and
  - Commissioning Agent.

#### **5. Construction Manager Selection:**

Using a criteria-based selection (CBS) process, assisting the School District in the selection of construction management firm(s) based on an approved Project delivery method. Activities may be comprised of the following:

- Assisting the School District in developing selection criteria, weights, and scoring;
- Assisting the School District with drafting and delivering requests for qualifications (RFQs) to prospective construction managers.

- Assisting the School District and its legal counsel with drafting and delivering request for proposals (RFPs) to prospective construction managers;
- Participating as an advisor to the School District in pre-proposal conferences;
- Analyzing proposals and qualifications and preparing an executive summary in a comparative format;
- Participating as an advisor to the School District in interviews of the prospective construction managers(s); and
- Facilitating the School District 's selection committee in formulating a recommendation regarding the selection of construction manager(s) for the Project.

#### **6. Construction Manager and/or General Contractor Contract Negotiations**

Owner's Representative will assist the School District and its legal counsel in the development of final construction manager contract(s) that identifies the Project team, scope of work, schedule, compensation and terms and conditions. Activities may be comprised of the following:

- Assisting the School District and its Project team in developing a defined scope of services;
- Assisting the School District and its Project team in developing a phasing schedule;
- Assisting the School District in developing a process for reviewing contract changes (including change orders and other scope changes) that helps to mitigate and reduce the School District's risk;
- Assisting the School District in developing an invoicing and payment process to align with the School District's Project draw schedule;
- Assisting the School District in defining general conditions items, personnel costs and other reimbursable costs, and the propriety of establishing a not-to-exceed amount for the same;
- In conjunction with the School District's attorney, assisting the School District in developing a bidding process for construction that complies with applicable laws and, if available, provides opportunities for multiple bids and local vendor participation; and
- Assisting the School District in establishing compensation and terms and conditions that are in line with current market conditions.

## 7. Design Process Review

Throughout the design process, the Owner's Representative shall assist and advise the School District regarding the progress of the Project's design. Activities may be comprised of the following:

- Monitoring the architect's (or architects') progress and conformance to the established Project schedule throughout the design process;
- Scheduling and attending progress meetings and producing meeting minutes;
- Facilitating the selection of finishes (flooring, ceilings, wall coverings, etc.);
- Comparing cost estimates produced by the design team to the Project budget;
- Reviewing design to promote consistency with the original Project scope;
- Assisting the School District, the architect(s), construction manager(s), technology designer, interior designer, and other professionals/consultants/vendors in an ongoing value-engineering process to help identify alternative construction methods or materials in order to reduce cost and/or construction time;
- Facilitating the Project's team's constructability reviews and reviewing cost analyses as applicable;
- Assisting in updating to the Project budget and schedule to reflect the impact of a particular design and/or design decisions based on information from the School District and the Project team;
- Assisting the School District and the Project team in defining the scope for phased construction for the Project;
- Assisting the School District and the Project team in determining procurement methods for major long lead equipment such as air handling units; emergency generators, electrical transformers and switchgear;
- Monitoring trade, labor, and construction market trends that could impact cost or schedule;
- Facilitating the coordination of information technology design as it relates to the interface of architectural, mechanical, and electrical systems;
- Assisting the School District in evaluating alternative systems and building products based on information provided by the Project team in regarding material and labor availability in the local marketplace; and
- Reviewing invoices of the architect(s), construction manager(s), technology designer and other professionals/consultants/vendors and recommend approval.

## **8. Trade Contractor Selection**

Owner's Representative shall assist the School District's architect(s) and construction manager(s) with the bidding phase of the Project. Activities may be comprised of the following:

- Assisting in reviews of proposed alternatives to address areas of the work where cost versus budget may be in question;
- Working with architect(s), construction manager(s) and/or general contractor(s) to promote bid coverage;
- Assisting the School District, its attorney, and its Project team with reviews for compliance with competitive bidding requirements, including but not limited to bid advertising, and assist with the analysis of final bids for responsible pricing; and
- Assisting with analyzing contractor bids and qualifications and preparing an executive summary in a comparative format.

## **9. Construction Process Review**

Once the construction professionals have been selected, the Owner's Representative will be periodically on site and shall attend necessary construction meetings (which shall occur up to once per week), at which the Owner's Representative will notify the School District of the Project's progress. Activities may be comprised of the following:

- Assisting the School District in obtaining permits and approvals;
- Coordinating and attending weekly construction progress meetings;
- Tracking conformance to a Project milestone schedule and detailed construction schedules from the construction Manager(s);
- Preparing periodic Project status reports for the School District's use;
- Assisting the School District with coordinating vendor activities with the Project team and other applicable construction participants;
- Tracking Project expenditures and cash flow based on information provided by the Project team;
- Assisting with tracking change orders and issue resolution, including assisting in developing an accountability log that will be used for all change orders issued for the Project that will indicate the source, cost and time of any and all change orders (e.g., field conditions, Owner-initiated, architect-initiated, construction manager-initiated, etc.);
- Assisting with tracking the Project budget, including expenses to date versus total budget, and remaining projected costs provided by the Project team;
- Preparing periodic Project status reports for the School District's review and use;
- Assisting the School District with coordinating vendor activities with the Project team and other applicable construction participants;

- Reviewing payment applications, waivers, and sworn statements;
- Assisting the School District and the Project team with tracking the collection of insurance certificates and surety bonds from contractors and others in accordance with applicable contractual requirements; and
- Assisting the Project team in making recommendations for payment.

10. **Technology and Furniture, Fixtures, and Equipment (“FFE”):** Assisting and advising the School District in the procurement of technology and FFE designers and vendors and facilitating the coordination of the School District’s technology and FFE designers and vendors with the School District’s architect(s) and construction manager(s).

11. **Move Coordination:** Assisting the School District in identifying the requirements to relocate and move staff and equipment to allow construction to proceed and reduce interruption of work flow and down time. Activities may be comprised of the following:

- Assisting the School District with identifying and prequalifying move vendors, including drafting and distributing an RFP to prospective move management vendors;
- Assisting the School District with the coordination of moving logistics for School District staff to facilitate construction and to limit disruptions to operations;
- Assisting the School District and its legal counsel in the development of final move management contracts;
- Assisting the School District in coordinating the removal and placement of furniture, equipment, and instructional materials prior to construction and upon completion of the Project; and
- Assisting the School District in the development of phasing and schedule for occupancy activities.

12. **Building Startup and Project Closeout**

Owner’s Representative shall assist the School District in monitoring the Project teams’ progress towards the Project closeout as well as assisting with issue resolution. Post construction services typically commence after construction is Substantially Complete and generally continue for two to three months after opening the facility. Activities may be comprised of the following:

- Reviewing punch list items and assisting with monitoring their completion;
- Assisting in the coordination of the delivery of warranties and guarantees certificates;
- Assisting the School District in obtaining final release waivers of liens and sworn statements;
- Assisting the School District and the Project team in the coordination of building systems testing;

- Assisting the School District in obtaining certificates of occupancy;
- Assisting the Project team in coordinating record drawings, and operational and maintenance manuals; and
- Assisting the School District in scheduling training for its staff on building systems.

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