

OWNER'S REPRESENTATIVE AGREEMENT

Owner:

City of Parma, Ohio
6611 Ridge Road
Parma, Ohio 44129

Owner's Representative:

Quality Control Inspection, Inc.
9500 Midwest Avenue
Garfield Heights, OH 44125

Project:

Golf Course Clubhouse/Event Center Project (the "Project")

Located at:

Ridgewood Golf Course, 6505 Ridge Road, Parma, Ohio 44129

This Agreement is hereby made as of the date of execution by the Owner, by and between the Owner's Representative and the Owner, collectively ("the Parties").

Preamble:

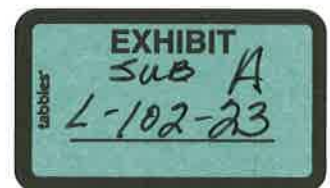
The Basic Services authorized by this Agreement are as set forth in **Exhibit A**, to the extent not inconsistent with this Agreement. However, other Basic Services or Additional Services may be authorized at the Owner's sole discretion by a written amendment signed by both parties. All Agreement terms relating to the authorized services apply.

It is anticipated that the Project will be funded in part, through the American Rescue Plan Act (ARPA) and will be subject to compliance with the requirements for ARPA funded projects. The Owner's Representative must comply with related requirements and assist Owner with such compliance. The Uniform Guidance Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards shall apply to the extent applicable and are attached hereto as **Exhibit D**. The Owner reserves the right to revise the Contract Documents as it deems necessary to comply with the ARPA funding requirements.

ARTICLE 1 **BASIC AGREEMENT**

1.1 Owner has entered into a contract with The Albert M. Higley Co. as the construction manager at risk (the "Construction Manager" or the "Contractor") and American Structurepoint, Inc. as the Architect of Record (the "Design Professional" the "Architect" or the "Architect of Record") for the Project identified above. In performing the services under this Agreement, the Owner's Representative will work collaboratively with the Architect and Construction Manager, as well as their subconsultants/subcontractors as well as the Owner and any other Owner consultants or advisers.

- a. The "Work" shall mean all work necessary for the completion of the Project in accordance with the Contract Documents whether specifically set forth therein or reasonably inferred therefrom. The Work of the Owner's Representative is deemed to include the Work of its subconsultants and subcontractors. The Work of the Construction Manager is deemed to



include the Work of its subcontractors and the Work of the Architect is deemed to include the Work of its subconsultants.

- b. With regard to the Owner's Representative, the "Contract Documents" consist of the Owner's RFQ dated May 2023 to the extent not inconsistent with this Agreement, the Owner's RFP dated July 2023 to the extent not inconsistent with this Agreement, this Owner's Representative Agreement and exhibits hereto, the Drawings and Specifications produced by the Architect under the Owner-Architect Agreement, the Construction Manager at Risk Agreement, the General Conditions of the Construction Manager at Risk Agreement (the "General Conditions") including all documents identified therein, and any and all Modifications thereto (as defined in the General Conditions).

1.2 The Owner's Representative, as the Owner's agent is responsible for overseeing and administering the Project on behalf of Owner except that Owner's Representative does not have authority to bind Owner or make decisions related to the Project. Owner's Representative will furnish the Basic Services identified in **Exhibit A** hereto. In the event of any inconsistency, the provisions of this Agreement shall control over any proposal or separate terms and conditions.

- a. The Owner's Representative may subcontract any of its obligations hereunder with prior written approval from the Owner. Subcontractors or subconsultants shall assume the same terms and conditions as the Owner's Representative.

1.3 Services not set forth in this Agreement and **Exhibit A** are Additional Services. No Additional Services shall be performed without written, signed agreement between the Owner and Owner's Representative, prior to the performance of such services.

1.4 It is expressly understood that this Agreement does not constitute an employment agreement. Owner's Representative is retained by Owner solely as an independent contractor, and Owner's Representative is free to engage in any other employment. The relationship of the parties to this contract shall not be construed to constitute a partnership, employer-employee relationship, joint venture, or any other relationship, other than that of independent contractors. Owner's Representative has no authority to enter into contracts or agreements on behalf of Owner. The manner and means of handling the activities and services to be provided under this Agreement are under the exclusive control of the Owner's Representative.

- a. The Owner will not provide to the Owner's Representative nor any of the Owner's Representative's employees or agents any of the benefits provided by the Owner to any of its employees, including, without limitation, health benefits, compensation insurance, and unemployment insurance. The Owner is not responsible for the payment or withholding of any taxes, including without limitation, income tax or FICA contributions, whether federal, state, or local in origin in connection with the Owner's Representative's performance of its duties hereunder. Unless otherwise provided herein or by the express written consent of the Owner, Owner's Representative is solely responsible for all expenses incurred in the performance of its duties hereunder, and the Owner will not reimburse Owner's Representative for any such expenses. Owner's Representative will pay all its own expenses and taxes properly and lawfully associated with doing business as an independent contractor in Ohio.

ARTICLE 2

PERFORMANCE OF SERVICES

2.1. Standard of Care: Owner's Representative shall perform all Work and services in a manner consistent with the degree of care and skill ordinarily exercised by reputable members of the Owner's Representative's profession engaged during the term of the Agreement to perform similar services for projects in the locality of the Project.

2.2. Owner's Representative agrees to comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies. The Owner's Representative Services shall be performed by qualified professionals employed by Owner's Representative or an approved subconsultant.

2.3. Owner's Representative shall provide services as efficiently and expeditiously as is consistent with reasonable skill and care and the orderly and timely progress of the Project to meet the Project Schedule. Both Owner and Owner's Representative shall act in good faith and with due diligence in an effort to complete the Project in accordance with the Project Schedule, as modified from time to time. Time limits stated in the Contract Documents are of the essence.

- a. If at any time the Owner's Representative believes the time for the completion of any component of the Project or any milestone will be exceeded by any party under contract with the Owner in connection with the Project, the Owner's Representative will notify the Owner promptly in writing of the situation and work with the Owner and other parties to develop alternatives for maintaining the schedule for the applicable component of the Project.

2.4. The Owner's Representative's personnel for the Project are identified in **Exhibit B**. All individuals and subconsultants or subcontractors identified by Owner's Representative to provide services must be acceptable to the Owner. The Owner reserves the right to request replacement of any individual, subconsultant or subcontractor who is not satisfactory, and Owner's Representative agrees to provide background information for a proposed replacement subject to the approval of the Owner, at no additional cost to the Owner.

2.5. The Owner's Representative will submit monthly reports identifying critical issues to Owner, including design and budget issues, as well as scheduling progress. All reports, plans, drawings, specifications, programs, databases, computer disks, CAD drawings, test reports and other work products of every type and character developed or generated by the Owner's Representative or its subcontractors/subconsultants solely and specifically as part of the performance of the Services (the "Work Product") shall be the property of the Owner upon payment to Owner's Representative for such Services.

2.6. The Owner's Representative shall not disclose any information which is not otherwise in the public domain concerning the Services or the Project without the Owner's prior written consent.

2.7. Owner's Representative will not undertake any of the responsibilities of any construction manager, contractor, or design professional including the design of the Project and the coordination, scheduling, and oversight of the subcontractors.

ARTICLE 3
TERMINATION AND SUSPENSION

3.1. In its sole discretion, the Owner may suspend or cancel the Project. If the Owner suspends or cancels the Project, then the Owner may terminate this Agreement by providing written notice 7 days prior to the date of termination. If this Agreement is terminated by the Owner, the Owner's Representative will be paid for the authorized Basic Services and Additional Services properly performed. In case of termination by the Owner, the Owner's Representative will, upon receipt of notice of termination, refrain from incurring any further costs under this Agreement, and use its best efforts to cancel any commitments made by Owner's Representative prior to receipt of such notice. Any services performed or expenses incurred by Owner's Representative after the date on which it received the Owner's notice of termination will not be paid, and the Owner has no obligation to pay the Owner's Representative for any such services and/or expenses. All agreements between the Owner's Representative and third parties for the provision of services pertaining to this Agreement must contain a clause requiring such agreements to immediately terminate upon the termination of this Agreement.

3.2. Either party may terminate this Agreement upon not less than seven 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.

ARTICLE 4
NOTICE

4.1. All notices given related to this agreement will be addressed as follows, unless a party notifies the other of a change in name of the principal contact and any contact information:

<u>Owner:</u> Tony Vannello Director of Service Department City of Parma, Ohio 6611 Ridge Road Parma, Ohio 44129 service@cityofparma-oh.gov <u>With copy to:</u> Tim Dobeck Law Director/Chief Prosecutor City of Parma 7335 Ridge Road-2nd Floor Parma, Ohio 44129 tdobeck@cityofparma-oh.gov	<u>Owner's Representative:</u> Rick Capone President 9500 Midwest Avenue Garfield Heights, OH 44125 rcapone@qcigroup.com <u>With copy to:</u> Mark Pace Regional Director of Business Development 9500 Midwest Avenue Garfield Heights, OH 44125 mpace@qcigroup.com
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Written Notice to the Owner's Representative shall be deemed to have been duly served if delivered in person to one or more of the contacts identified above, if delivered to or sent by registered or certified mail, return receipt requested. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's contact identified above. When sent by certified mail to either party, any

written notice shall be considered properly delivered to the other party three days after the date sent.

ARTICLE 5 **INDEMNIFICATION**

5.1. To the fullest extent permitted by law, the Owner's Representative shall indemnify and hold harmless the Owner, from and against any and all costs, claims, damages, losses and expenses, including but not limited to attorneys' fees, consulting fees, and delay damage arising out of or resulting from Owner's Representative's acts, omissions, and/or performance of the Owner's Representative's Work on the Project, but only to the extent caused by the breach of contract, negligent acts or omissions of the Owner's Representative, a subcontractor or subconsultant of the Owner's Representative, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

ARTICLE 6 **DISPUTE RESOLUTION**

6.1. Any dispute arising under this Agreement may be resolved by mediation, under terms mutually agreeable to the parties hereto, or any other mutually agreed to form of informal or formal dispute resolution.

6.2. Any and all disputes or claims related to or arising from this Agreement, not resolved by informal negotiation or mutually-agreed-upon mediation, shall be finally resolved by litigation in a court of competent jurisdiction located in the County where the Project is located. Both Owner and Owner's Representative expressly waive its rights to remove any such suit to federal court. This Agreement is governed by Ohio law, notwithstanding any choice of law provisions.

6.3. At all times during the dispute resolution process Owner's Representative and Owner shall continue to perform their respective obligations hereunder in a proper and diligent manner in accordance with the terms of this Agreement. Unless this Agreement has been terminated, Owner shall continue to make payments to Owner's Representative in accordance with the provisions of this Agreement, however the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration or litigation proceeding to resolve those claims or amount in dispute.

ARTICLE 7 **INSURANCE**

7.1. Owner's Representative, at its own cost and expense, shall obtain, maintain and enforce during the term of this Agreement the insurance coverage set forth below. Certificates of Owner's Representative's insurance shall be delivered to Owner prior to the commencement of the Owner's Representative Basic Services. All commercial general liability insurance policies required to be maintained by Owner's Representative shall: (i) be primary insurance and not excess over or contributing with any insurance purchased or maintained by Owner, except that such coverage shall be excess to any commercial general liability coverage carried by Construction Manager on the Project; and (ii) name Owner as an additional insured.

- a. A policy of Workers' Compensation Insurance, in amounts required by applicable state law, covering all officers, employees or agents of Owner's Representative who are in any way engaged in or connected with the performance of the services as set forth herein;
- b. A policy of Comprehensive General Liability Insurance naming Owner as an additional insured with broad form property damage endorsement, with such policy to afford protection in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate for bodily injury or death and property damage.
- c. A policy of Automobile Liability Insurance naming Owner as an additional insured covering vehicles owned, and non-owned vehicles used, by the Owner's Representative with policy limits of not less than \$1 Million per claim and \$1 Million in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- d. Professional Liability covering the Owner's Representative's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.
- e. Umbrella Insurance in the amount of \$5,000,000 each occurrence. Umbrella coverage shall be a "follow form" contract over all of the above liability lines. In the event the Owner's Representative is not able to purchase an umbrella policy over the Professional Liability the Owner's Representative shall provide specific excess coverage up to \$4,000,000 over the primary Professional Liability coverage.

ARTICLE 8 **COMPENSATION**

- 8.1 The Owner's Representative's compensation for the Project includes the following:
 - 8.1.1 Basic Services. The Owner's Representative shall be compensated on a time and materials basis for Basic Services, billed at the hourly rates set forth in **Exhibit C** not to exceed the cumulative total of **\$173,850.00**;
 - 8.1.2 Additional Services for On-Site Inspection. The Owner's Representative shall be compensated on a time and material basis for Additional Services for On-Site Inspection Services, billed at the hourly rates set forth in **Exhibit C** not to exceed the cumulative total of **\$170,000.00**. Prior to performing any On-Site Inspection Services, the Owner's Representative shall work with Owner to define the scope and timing of the On-Site Inspection Services. The Owner's Representative shall not perform any On-Site Inspection Services without prior written approval from the Owner.
 - 8.1.3 Reimbursable Expenses. The Owner's Representative shall be compensated for Reimbursable Expenses with no markup, as defined in **Exhibit C**, not to exceed **\$9,400.00** without prior written authorization from the Owner.
- 8.2 No Additional Services shall be performed without the Owner's prior written approval. The Owner's Representative shall be compensated for authorized Additional Services on the basis of

hourly billing rates set forth in **Exhibit C**, unless a lump sum amount is mutually agreed upon between the Owner and Owner's Representative.

8.3 Owner's Representative shall invoice the Owner monthly for services performed. Owner's Representative shall submit invoices tracking the total Basic Services compensation and the total Reimbursable Expenses costs against the authorized not-to-exceed amount set forth in Section 8.1, or as otherwise requested by Owner. Where applicable, Owner's Representative's invoices shall show an hourly rate breakdown including time spent by each member of Owner's Representative personnel on each respective task. Reimbursable Expenses must be itemized and submitted with supporting documentation to the Owner no later than 60 days after such expense is incurred by the Owner's Representative. Owner's Representative's failure to submit Reimbursable Expense timely to the Owner as required herein will be an irrevocable waiver of Owner's Representative's right to reimbursement for such Reimbursable Expense. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

8.4 Payment for Basic Services and any approved Additional Services incurred by the Owner's Representative in connection with this Agreement will be made within 30 days of submission of monthly invoices by the Owner's Representative except for the month of December where Owner shall have 60 days from the date of its receipt of the complete Application for Payment, certified by the Architect and in compliance with all of Owner's policies, procedures, and documentation requirements in the Contract Documents to issue payment. The Owner is also not obligated to pay for work and services which, in the Owner's determination, were not performed in a timely, satisfactory, or competent manner. Amounts due and unpaid 60 days after the date the invoice is approved by the Owner shall bear interest at the following rate: zero percent.

ARTICLE 9 **MISCELLANEOUS**

9.1. This Agreement may be executed by the Parties by electronic or facsimile signature and in separate counterparts, each of which when so executed and delivered shall be an original.

9.2. No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this Agreement.

9.3. No Waiver: No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand strict compliance with any of the terms of this Agreement. Waiver by either party of any particular default shall not affect or impair either party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its term.

9.4. Amendment: This Agreement may not be altered or modified in any way by any practice or course of dealing but may be modified or amended only by a written amendment signed by both parties.

9.5. Assignment: Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.

9.6. Entirety: This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior contract or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

9.7. Governing Law: The laws of the state of Ohio shall govern the validity, performance, and enforcement of this agreement.

9.8. Severability: Each article, paragraph, provision, term and condition of this Agreement, and any portions thereof, is severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement will be unimpaired, remain binding on the parties, and continue to be given full force and effect.

9.9. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

9.10. Owner's Representative certifies that it has complied with all applicable laws to perform work in the United States for itself and each of its employees.

9.11. Ethics: Owner's Representative represents that it is familiar with all applicable ethics law requirements, including without limitation Ohio Revised Code Sections 102.04 and 3517.13, and certifies that it is in compliance with such requirements.

9.12. Findings for Recovery: Owner's Representative is not subject to any findings for recovery by the Ohio Auditor of State, or if it is subject to such a finding, it has taken or is in the process of taking all required steps to address the finding.

9.13. Nondiscrimination. In connection with the performance of the Owner's Representative Basic Services (and, if authorized, any Owner's Representative Additional Services) under this Owner's Representative Agreement, Owner's Representative agrees not to discriminate against any employees or applicants for employment because of military status, age, race, sex, national origin, ancestry, religion or color. This provision shall include 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. Owner's Representative further agrees:

- a. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Owner's Representative, subcontractor/subconsultant, nor any person acting on behalf of either of them, shall by reason of military status, race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

- b. That neither the Owner's Representative, subcontractor/subconsultant, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of military status, race, creed, sex, handicap, or color.
- c. That there shall be deducted from the amount payable to the Owner's Representative by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- d. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

Attachments. Attachments to this Agreement include:

Exhibit A: Scope of Owner's Representative Consulting Services, dated July 28, 2023, and incorporated to the extent not inconsistent with this Agreement. Any terms and conditions included in the Proposal are expressly rejected by the Owner.

Exhibit B: Owner's Representative Staffing Plan, dated July 28, 2023

Exhibit C: Owner's Representative Fee Proposal, dated July 28, 2023

Exhibit D: Contract Provisions for Non-Federal Entity Contracts under Federal Awards

IN WITNESS WHEREOF, Owner and Owner's Representative have executed this Agreement on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

OWNER'S REPRESENTATIVE:

OWNER:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

**CERTIFICATE
(ORC Section 5705.41)**

The undersigned, Fiscal Officer for the City of Parma, Ohio, certifies that the moneys required to meet the obligations of the City during the current fiscal year, under the preceding Agreement have been lawfully appropriated for those purposes and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

Date: _____

_____, Fiscal Officer
City of Parma, Ohio

Exhibit A

Scope of Owner's Representative Consulting Services



EXHIBIT A

The following provides QCI's detailed approach to the services requested within the RFP.

Project Understanding:

The City of Parma has requested a price proposal for the Owners Representative Services on the City of Parma's Ridgewood Golf Course Club House and Event Center Project. After evaluating the consultant's response to the City's initial Request for Qualifications (RFQ) in May 2023, the City has shortlisted two consultants to submit their price proposals.

This proposal is to be formulated based on the details provided in the City of Parma's Request for Price Proposal dated July 2023. It should encompass the Owners Representative services outlined in Section B - Basic Services, in addition to any supplementary information furnished by Paul Schley, P.E., from the City of Parma's Engineering Department.

QCI fully concurs with the B. Basic Services of the Owners Representative as specified on pages 2 through 6 of the RFP. However, we would like to present certain exceptions and further insights into our approach to these services for your thorough review and consideration.

Program Development Phase:

1. Advise Owner's Evaluation Committee in the selection of the Construction Manager at Risk (CMR).

- Based on the original RFQ, QCI understands that the City of Parma has chosen to employ the Construction Manager at Risk Delivery Method and has successfully concluded the selection process for both the Architect and Construction Manager at Risk (CMR) for the Project.
- Since the City Committee has already designated Albert M. Higley Co. as the CMR for the project and awarded the Architectural contract to StructurePoint, QCI will not be providing any services related to this task.

2. Assist Owner in coordination and administration of facilities and consultants.

As per Section 3.6.1 General, Subsection 3.6.1.1: The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201TM, 2017, General Conditions of the Contract for Construction, as modified by the Owner. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

- The Owners Representative (OR) will undertake the responsibility of closely monitoring the Architect and CMR's progress throughout the entire duration of the project. Their role will involve assisting the Owner in effectively managing the Architect and CMR's activities. This includes facilitating meetings, overseeing their schedules, tracking completion percentages, carefully evaluating payment applications, and ensuring the quality of work. Should any discrepancies or inconsistencies arise, the OR will promptly report them to the Owner for immediate attention.
- Additionally, as outlined below, the OR will keep the Owner up to date with Bi-Weekly Updates and detailed Monthly Progress Reports. These reports will comprehensively cover crucial aspects such as project schedules, budgets, any instances of non-conforming work along with resolutions, and will address any known concerns proactively.

Collaborate with CMR, Architect and Owner to develop

3. ~~Develop~~ a proposed preliminary Project schedule to submit to Owner for approval, with a proposed method to track the Project through completion.

- Once the Project requirements have been adequately defined, the OR will be responsible for ~~creating,~~ reviewing, and regularly updating a comprehensive Project Schedule monthly.

the Owner on the

start following City Council's approval of City of Parma's ordinance authorizing the Owner's Representative Agreement and written authorization from the Director of Public Service.



This schedule will encompass all essential tasks and anticipated milestone dates, aligning with the Owner's agreements with other consultants and the services provided by the OR.

Note, the OR's services ~~will be starting after the Program Development Phase is substantially completed.~~ The project schedule developed by the OR shall indicate the date the OR starts, percentages of completion of each phase of the project and identify any milestone events that have been completed or missed at the time of the ~~OR's Notice to Proceed.~~ OR commences work on the Project.

It is important to note that the OR's services will commence after the substantial completion of the ~~Program Development Phase.~~ The Project Schedule developed by the OR will clearly indicate the date when the OR begins its involvement, the percentage of completion for each project phase, and any milestone events that may have already been achieved or missed at the time the OR receives the ~~Notice to Proceed.~~ commences work on the Project.

following City Council's approval of City of Parma's ordinance authorizing the Owner's Representative Agreement and written authorization from the Director of Public Service.

Development of the Architects "Project's Preliminary Project Schedule" is identified in the City's agreement with StructurePoint under section 3.1.2. The Architects schedule will then be incorporated into the Project Schedule which is identified in the Agreement as the responsibility of the CMR.

4. Monitor the Architect and CMR's progress per the Project schedule during design and preconstruction and report status of progress for the work on the Project to the Owner; provide recommendations to maintain the schedule or suggest adjustments to the schedule for Owner approval in coordination with the Architect and the CMR (who is responsible for developing and managing the Project schedule.) meet with Owner designees as needed and requested.

Schematic and Design Development Phase(s):

1. Explore construction alternatives that may provide cost savings and share information with the Architect, CMR, and Owner.

- The Owners Representative (OR) will play a crucial role in facilitating the exploration of construction alternatives, working closely with the Owner, Owner's consultants, and contractors. The aim is to assess the value of various alternative materials, building systems, and equipment, taking into account factors such as program requirements, budget constraints, and aesthetic considerations during the design development phase of the Project. Through collaborative efforts, the OR will help in identifying and evaluating potential options that can enhance the project's overall design and efficiency.

2. Explore material alternatives that will provide cost savings and maintain the Owner's performance requirements for each project and share information with the Architect, CMR, and Owner.

- Should the Estimate of Cost of the Work during this phase surpass the allocated Construction Budget for the Project, the OR will actively aid the Owner in engaging with other members of the Project Team. The objective is to explore potential cost reduction options, which may involve revising the scope of the Project or considering alternative materials, systems, or procedures to align the Schematic Design with the Construction Budget.

If necessary, the Owner has the option to adopt a modification of the Construction Budget, this decision must be formally communicated in writing. Only upon receiving the Owner's written approval of these cost reductions will they be integrated into the subsequent design development phase. The OR will ensure that all adjustments are thoroughly documented and approved to maintain a cohesive and financially feasible Project.



3. Participate with Architect and CMR in providing value engineering and constructability input.

- The OR will actively engage in over-the-shoulder reviews during both the Schematic and Design phases of the project. These design constructability reviews will be scheduled at appropriate stages of the work, in line with the phases identified by the Architect in coordination with the City, and their submitted and approved schedule outlining their services and Milestone dates. QCI expects to conduct reviews of the Architects' and CMR's progress in conjunction with their respective milestone dates for the following phases of work:
 - Schematic Design Phase – Date established by Owner through amendment to the Architects Agreement according to Architects Agreement Section §1.1.4
 - Design Development Phase - Date established by Owner through amendment to the Architects Agreement according to Architects Agreement Section §1.1.4
 - Construction documents Phase to include completion of the infrastructure construction documents for land scaping, footings and foundations, masonry, metals and electrical/mechanical divisions. Date established by Owner through amendment to the Architects Agreement according to Architects Agreement Section §1.1.4
 - 95% - Construction Documents Phase to include all divisions of the Work; for this proposal if for any reason alternative intervals are agreed upon in writing by the Architect, CMR, and Owner subsequent to execution of an Agreement, and attached as an addendum to this Exhibit "A"- Scope of Services, including but not limited to adjustment of such intervals to meet the requirement of the provision of a Guaranteed Maximum Price by the Construction Manager for the Project or to meet accelerated "fast track" construction schedule requirements to bring the project in on time. Any addendum would represent a change in our scope of services and may require an adjustment to our fee.
- QCI's Owners Representative will work closely with the designer and CMR at each of the staged reviews to aid in ensuring the plans meet the projects intended use, quality, reliability, and budget.

4. Monitor and update the Owner on conformance to the Project schedule.

Upon NTP for services the OR will be provided all the schedules and information provided by the Architect and/or CMR to the Owner to date. This will include but not be limited to:

- Architect's Understanding and Pre-Scope: The Architect should have issued the Owner a Project Understanding and Pre-Scope 42 calendar days after the execution or December 22, 2022
- The Architects Preliminary Project Schedule: According to the Architects Agreement, Section § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager (when selected by Owner) a schedule of the Architect's services for inclusion in the Project The schedule shall include design phase milestone dates, anticipated dates when cost estimates or design reviews may occur, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project.
- The City's Approval of the Architect's schedule (if available)
- Copies of the City's authorization to proceed to the Architect for the ongoing Schematic Design Phase activities.



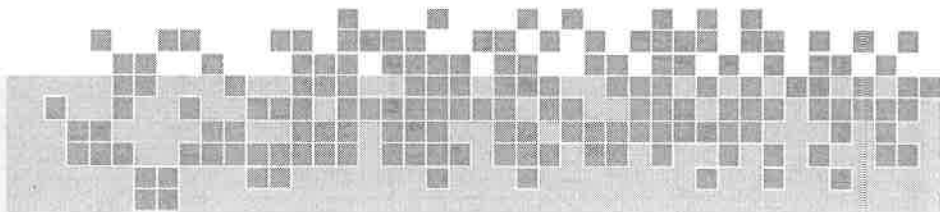
- Copies of the City's authorization to proceed to the Architect for the ongoing Design Development Phase activities (if applicable).

QCI will closely monitor the teams progress and immediately notify the Owner if any project milestones are missed, or any issue is identified that could impact the timely delivery of the project.

5. Assist in obtaining state, federal, county, and local approvals and permits.
 - The OR will actively consult and collaborate with the Project Team to ensure compliance with all necessary permits and the fulfillment of applicable codes, ordinances, rules, and regulations mandated by governmental authorities with jurisdiction over the design and/or construction of the Project. This includes, but is not limited to, adhering to the guidelines set forth in the Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG). Furthermore, the OR will provide valuable assistance to the Owner in fulfilling their responsibility to submit the required documents for approval to the relevant governmental authorities overseeing the Project. However, the Owner's Representative shall not perform any design professional services.
6. Assist Owner with review of CMR's cost estimates.
 - The OR will conduct thorough reviews to ensure that the estimates accurately align with the general design requirements of the Owner and the Construction Budget. Moreover, the OR will actively facilitate and coordinate the review process, involving the Owner and other members of the Project Team, for all monthly estimates of the Cost of the Work during each phase of the Project, including Schematic Design, Design Development, Construction Documents, and the construction phase.
 - The OR will collaborate with the Owner and facilitate discussions with the provider of the estimate to address any adjustments required due to changes in Project requirements or prevailing market conditions. If, at any point, the estimate of the Cost of the Work exceeds the allocated Construction Budget, the OR will offer their professional opinion on potential changes to be made to the Project size, quality, or budget.
7. As needed, attend Project team meetings and review meeting minutes, identify any inconsistent or incomplete reporting in the minutes, and notify Owner of critical issues.
 - The OR will actively participate in Project Team Meetings, which are chaired by the CMR. During these meetings, the OR will take comprehensive meeting minutes, meticulously capturing all the important discussions and decisions made. Subsequently, the OR will carefully review the meeting minutes to identify any inconsistencies or omissions in the reporting. If any issues are found, the OR will address them with the Project Team to ensure that the Owner's requirements are accurately recorded and addressed. QCI's OR will immediately notify the Owner of critical issues to aid in ensuring the Architect and CMR properly address these issues on a timely basis.
8. Submit monthly written reports identifying critical issues, including design and budget issues as well as scheduling progress to Owner.
 - The OR will produce detailed monthly progress reports outlining the projects budget, schedule and any issues for the City to keep them informed of the projects progress. The OR will be available to attend Council meeting if requested to provide information as to the status of the project, answer questions, and aid in resolving any issues.

Construction Documents Phase:

1. Assist Owner with review of value engineering options to be utilized on the Project.
2. Monitor and update the Owner on conformance to the Project schedule.





- The OR will meticulously analyze the approved Project Schedule provided by the CMR to assess if the concept can be feasibly designed, bid, and constructed within the desired time frame set by the Owner. This analysis will help ensure that the project stays on track and progresses according to the approved schedule. Throughout the project, the OR will utilize the approved schedule as a reference to monitor progress and track milestone dates. If the Architect or CMR misses any of the defined milestone dates as outlined in the schedule, the OR will promptly inform the Owner. Additionally, the OR will request a recovery schedule from the Architect to address any delays or setbacks, aiming to get the project back on course.

3. Participate with Architect and CMR in monitoring specifications and drawings to identify issues that will impact the budget and schedule.

- During the Construction Document Phase of services, the OR will be actively involved in closely monitoring the project's specifications and drawings. Building upon the over-the-shoulder reviews conducted during the critical phases of the Schematic and Design Development Phase(s), as described in Item 3 above, the OR's participation in these reviews significantly aids in early identification of critical issues before reaching the Construction Document stage.

By collaborating closely with the Architect and CMR during each of these staged reviews, the OR ensures that the plans align with the project's intended use, quality standards, reliability, schedule, and budget. Through this proactive approach, the OR aims to prevent any potential issues from escalating, thereby streamlining the construction process and achieving a successful project outcome.

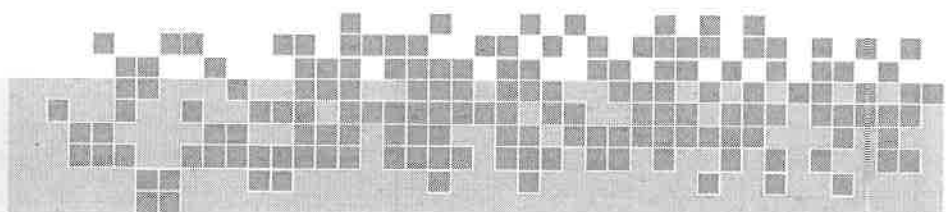
4. Assist Owner and CMR with the identification of long lead items and develop, in consultation with the CMR, a list of items to pre-purchase to avoid delays in the construction schedule.

- As part of the over-the-shoulder reviews, the OR will proactively identify long lead time items, generating a comprehensive list that prioritizes these items based on their lead times and the project's construction schedule. This list becomes an essential tool for efficiently managing the project's timeline. The OR will aid in the coordination of the Architect and CMR to promote the approval of submittals and release of early bid items to aid in limiting the risk of delays to the work.

5. Participate with Architect and CMR in reviewing system designs and verifying that equipment conforms to Owner's standards.

- The OR will facilitate both the architect and owner working closely together to evaluate and verify the equipment and systems specified in the Architect's design conform to the Owners standards.
- Based on your AIA Agreement with the Architect section 3.4.1 the Architect is responsible for coordination and conducting two (2) in person Design Development meeting with the Construction Manager and the Owner. The OR will attend both meetings and be prepared to aid the City in ensuring the design meets their intent.
- The OR will promote additional on-line meetings or conference calls as needed to address any critical issues as they are identified in the Design review process. They will ensure the City meets their responsibilities as defined in section §5.12 of the AIA Agreement in promptly communicating any known faults defects in the project, including errors and omissions identified in the design review process.

6. As needed, attend Project team meetings record and review meeting minutes, identify any inconsistent or incomplete reporting in the minutes, and notify Owner of critical issues.





- Please reference Schematic Design Development Phase, number 7.

7. As applicable, assist Owner with review of CMR's cost estimates.

- As required during the Construction Document phase, the OR will conduct meetings with the CMR and review their cost estimates in collaboration with the Owner. The OR will verify that these estimates align with the Project's schedule and budget. In these meetings, the OR will specifically identify any significant changes or variations for the Owner's awareness and consideration.
- The OR will include cost estimate and cost estimate change information in the detailed Monthly Report to the Owner.

Subcontractor Bidding and Contracting Phase:

1. Review and submit to Owner a final cost estimate, prepared by the CMR prior to bidding the work or issuing the documents for a Guaranteed Maximum Price ("GMP") proposal, utilizing the completed construction documents package.

2. Assist Owner in tracking long lead items to assure on-time deliveries.

- The OR will maintain a list of long lead time items with delivery dates. The OR will inform the Owner of any missed delivery dates that could impact the projects schedule.

3. Confirm that all approvals and permits required for the start of construction have been obtained by the CMR.

- The OR will actively consult and collaborate with the Project Team to ensure that all necessary permits and approvals are obtained, and that the Project fully complies with all applicable codes, ordinances, rules, and regulations set forth by the governmental authorities having jurisdiction over the design and/or construction. Before the construction phase begins, the OR will conduct a thorough review and confirmation to ensure that the CMR has obtained and maintains all required approvals and permits on file.

4. Review, analyze, and advise the Owner regarding CMR's subcontractor prequalification criteria, prequalified subcontractors, and open book subcontractor bids and selection, per Ohio law.

The QCI OR will review and analyze the CMR's Subcontractor Prequalification criteria, prequalified subcontractors, and open book subcontractor bids to ensure they are in conformance with ORC 153. Critical items considered when reviewing the CMR's bidding process to ensure it follows the open book method and provides an acceptable degree of transparency includes but is not limited to:

- Review the CMR's subcontractor list to ensure they are prequalified if required and/or due to the dollar value of the services or materials they are supplying and/or not debarred from bidding on work in Ohio.
- Ensure CMR's bidding process follows the ORC 153 for posting of bids.
- Any steel products required to be purchased for or provided in the construction, repair, or improvement project are required to meet the steel products as defined in division (F) of the ORC section 153 shall be purchased for or provided in the project.
- Any portion of the work that is self-performed by the CMR is to be submitted in a sealed bid.
- Per ORC 153 the Owner as a Public Authority may accept a subcontract awarded by a construction manager at risk or may reject any such subcontract if the public authority determines that the bidder is not ~~responsible~~ qualified.



5. Review and assist in finalizing subcontractor bidding procedures and bid packages for work that is procured through the CMR subcontractor statutory competitive bidding process required by Ohio law.

- The QCI OR will review the CMR's bid packages for compliance with the Ohio bidding process as defined in ORC 153 prior to release for bid.
- The CMR and/or Architect will provide the OR two weeks (14 calendar days) for the review of bid packages from the date a package is made available for review. The CMR may modify the scopes of work during the 14 calendar day review.

6. Participate with CMR in pre-bid meeting for subcontractors and in any meetings with the CMR related to the GMP(s) for the project.

- The OR will be present at all pre-bid meetings with the CMR and any meetings involving negotiations of the Guaranteed Maximum Price (GMP) between the CMR, Architect, and Owner. The OR will record these meetings, review, and distribute the CMR's meeting minutes, and promptly notify the City of any critical issues or inconsistencies identified during the meetings.

7. Participate with the Architect and CMR in the review of proposed substitutions submitted by bidders prior to the receipt of bids for the work.

- The OR will participate in meetings with the CMR and the Architect to facilitate the review of any proposed substitutions. The OR will report to the Owner on the Architect's and CMR's concurrence of the substitutions acceptability as an alternate and make recommendations for acceptance to the Owner based on function, quality, life cycle, delivery, and budget. Any substitutions require the approval of the Architect, the CMR and acceptance and approval of the Owner in writing.

8. Participate in the pre-award scope review meetings to participate with Architect and CMR in verifying that the subcontractor bidders satisfy all scope and manpower requirements outlined in the specifications included in the bid documents.

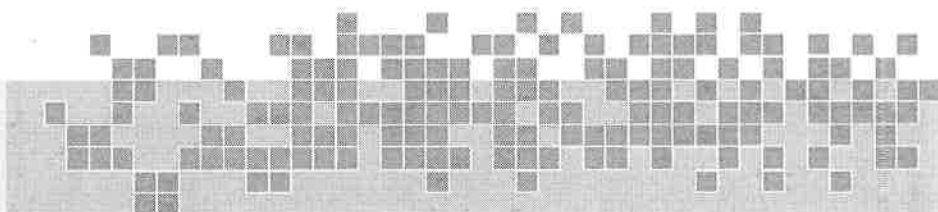
- The OR's The OR attends the Pre-Award Scope meeting to verify that the apparent low bidders comprehend the work's scope and submit valid bids, compliant with Ohio law and the Contract Documents, including plans, specifications, manpower, materials, quantities, diversity content, cost, and delivery schedule. QCI's OR will then furnish a written report with acceptance recommendations to the Owner.

9. The OR will participate in a review of the bid alternates and assist the Owner with recommendations of items to accept at the time the contract is awarded or to consider for addition by change order later during construction.

10. Review monthly reports submitted by CMR, identify critical issues to Owner, including design and budget issues, as well as scheduling progress.

- The OR will serve as the City's authorized representative and primary point of communication for both the Architect and the CMR. All reports, such as design updates, schedule updates, progress reports, complaints, and issues, will be directed through the OR to the Owner. The OR will actively analyze and distribute this information to the City's responsible personnel and staff, providing recommendations as necessary.

Additionally, the OR will ensure that the Project's files are maintained and up-to-date, granting the City open access to all pertinent information. This proactive approach ensures effective





communication, streamlined information flow, and proper documentation, contributing to the overall success of the Project.

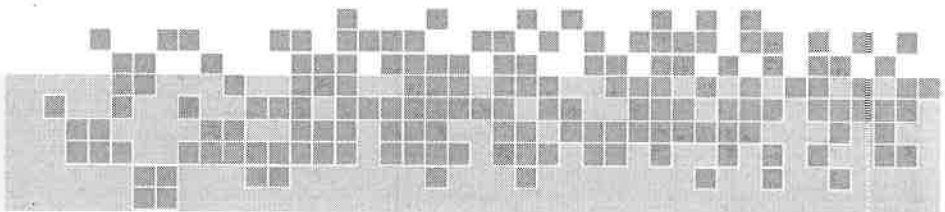
11. Assist Owner with review of the Guaranteed Maximum Price ("GMP") proposal and work with Owner's legal counsel for preparation of the GMP amendment Construction Start-Up Phase

The Owner should be provided a cost proposal for the construction of the project (or approved package of work) drafted by the CMR at approximately the 60% stage of completion in the Design Phase. The GMP shall include the related portion of the CMR's general condition fees, the cost of work for construction, authorized allowances, and contingencies and the CMR Construction Service fees percentage per ~~work package~~. the City's executed agreement with the CMR.

- QCI's OR will perform several important tasks to assist the city in review of the CMR's GMP proposal to ensure it meets the City's intent for the Project. Several key elements that will be examined in the review include but are not limited to:
 - Ensuring that the estimate package contains all the latest and approved drawings and specifications.
 - Review the proposals listed description of variations and substitutions for approval.
 - Specification listing – detailed listing of specifications (by division and section) describing exclusions, substitutions, or modifications.
 - Assumptions and Clarifications – a summary of all qualifications and assumptions used in the proposal development.
 - Exclusions – a summary of all exclusions used in the proposal development.
 - Value Engineering – list of value engineering recommendations (if applicable). Make recommendations to the City as to what to include now or add as a change later in the project.
 - Allowance Schedule – listing of special conditions with a proposed allowance value.
 - Ensure the Cost of Work Proposal is within the City's budget for construction.
 - Proposal Summary – a table broken down into the cost of work, proposed contingencies/allowances, general conditions fees, the CMR fee, and the total GMP value is correct.
 - Schedule of Values – review the estimate of the cost of work to ensure it is broken down into the proper standard divisions with lump sums for each division supported with subcontractor information and pricing.
 - Review of the proposals progress schedule to ensure it is constructable and supports the GMP proposal including detailed logic-driven activities and milestones with all paths leading to the agreed to Substantial Completion date.
 - Review the proposal to ensure it follows the projects EEO/Diversity requirements for Small and Minority Businesses, Women's Business Enterprises and includes an approved compliance plan outlining all subcontractors supported by subcontractor letters of intent and/or subcontracts.
 - That the proposal includes the approved current rate sheets
 - The CMR has included copies of their insurance certificates.
 - Executed bonds to support the cost of the GMP.

The OR will be provided two weeks (14 calendar days) to review the GMP package upon receipt from the CMR.

Based on this review QCI will provide the City with a written report with recommendations for acceptance of the GMP and work with your legal department to ensure the contracts amendment is correct.





Construction Start-Up Phase:

1. Review site mobilization before CMR begins any contracted work. This includes, but is not limited to, job trailer placement, temporary utilities, construction site fencing, job site access, lay-down area for materials, parking & facilities for construction workers, regular work hours, and notifications for off schedule work.

The OR will schedule and administrator two separate site pre-mobilization meetings with the CMR and all subcontractors prior to mobilization of the site and commencement of the work.

- Mobilization No. 1 - An informal site meeting will be held with the OR, Architect, and CMR's key site personnel. The meeting will introduce everyone and cover job particulars, including trailer placement, utilities, fencing, site access, lay-down area, worker facilities, work hours, and off-schedule work notifications.
 - At this meeting the OR will also discuss traffic control/site fencing and establish with the architect and the CMR the extent of traffic control and/or site fencing desired for the project.
- Mobilization No. 2 - Check compliance of all contract requirements at the time of commencement (i.e.; checking traffic control, site fencing, Owner notifications, equipment and material storage, construction ingress-egress, job safety, testing requirements, contractor's readiness to perform the work as earlier communicated.)

2. Review budget reports submitted by CMR and advise Owner of potential issues.

3. Assist Owner, in coordination with CMR, with construction start-up meeting with CMR and its subcontractors.

4. Assist Owner, in coordination with the CMR, with constructability issues.

5. Assist Owner by coordinating with CMR job site superintendent(s) and project manager(s) with the implementation and monitoring of safety plans.

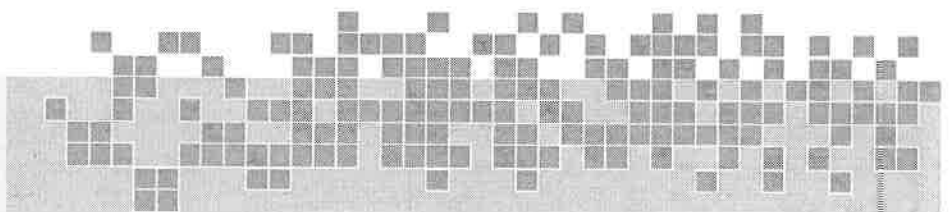
- The CMR is responsible for the development and implementation of the site's safety plans. The OR will monitor the CMR and the CMR contractor's adherence to the established and documented site safety plan.
- The OR and any additional staff of the OR that visit the site will comply with the CMR's site safety Plan.
- The OR will report any known violation of the CMR site safety plan to the CMR's Superintendent and the contractors on site OSHA Compliant Person for direction.
- The OR will document the safety violations.

6. Assist Owner by monitoring Project schedule, in coordination with Architect and CMR.

7. Monitor and comment on shop drawings, fabrication, and delivery schedules. Provide comments to Architect who is responsible for review and approval of such items.

8. Monitor and track long lead items. Provide comments to CMR who is responsible for such items.

- The OR will identify long lead time items and generate a list to aid in prioritizing these items based on lead times and the projects construction schedule. The OR will aid in the coordination of the Architect and CMR to promote the approval of submittals and release of early bid items to aid in limiting the risk of delays to the work.





9. Submit monthly written reports identifying critical issues to Owner, including design and budget issues, as well as scheduling progress.

- Monthly Update Reports – The OR will provide monthly project update reports to the Owner and stakeholders, including detailed information on project issues, resolutions, project budget updates, and a review of the project schedule. Additionally, the OR will be available to attend City Council meetings, where they will review the monthly reports with the City's administration, address any questions, and assist in resolving concerns throughout the project's duration.
- Weekly Updates – The OR will compile and distribute weekly project updates to all project team members, stakeholders, and the public through emails and postings on the City's website, as desired. These updates will be concise and provide a higher-level overview to keep the public informed about the project's progress.

10. Attend project team meetings conducted by CMR, record and review meeting minutes, identify any inconsistent or incomplete reporting in the minutes and notify Owner of critical issues.

Project Construction Phase

1. Monitor CMR shop drawing submittals and track Architect review and approvals.

- The OR will develop and maintain a submittal log to track the receipt of submittals from the CMR and document the response times from the Architect and Owner.

2. Monitor field clarifications and directives and assist and advise Owner on each.

3. Review, analyze, and provide input on change order requests and change orders prepared, in consultation with Architect, CMR, and Owner.

4. Review and confirm that all construction testing requirements per the specifications are processed and recorded. Maintain all testing/permitting records and follow up on all recommended corrective actions.

5. Monitor construction to identify issues that will impact budget and schedule. Track accurate and current overall Project budget, including GMP, change orders, and time & material work. Provide monthly or biweekly progress reports to Owner regarding CMR adherence to the budget and schedule.

6. Assist with the coordination of utilities, voice, and data services, etc. with local carriers.

7. Assist with the scheduling and coordination of new and re-used furniture, fixture, and equipment delivery.

8. Review and comment on all monthly applications for payment, including all required attachments (e.g. waiver of liens, affidavit of subcontractors, certified payroll reports, etc.) and provide comments to the Architect and Owner. The Architect is responsible for certifying all payment applications prior to Owner issuing payment.

9. Attend Project team meetings conducted by CMR, record and review meeting minutes, identify any inconsistent or incomplete reporting in the minutes and notify Owner of critical issues.

10. Visit project site at least weekly to observe and confirm construction progress and quality or more often if requested or necessary, in the Owner Representative's professional judgement, based upon the stage of work in progress and any issues with quality and progress of work.



11. Submit monthly written reports identifying critical issues to Owner, including design, construction, and budget issues, as well as scheduling progress.

Final Inspections and Close-out Phase:

1. Analyze and advise Owner regarding change orders and claims.
2. Assist Architect and CMR in managing as-built drawings for the Project records, as well as equipment warranties and information, operation and use manuals, and other close-out documentation required by Contract Documents, including but not limited to, final inspection and Certificate of Occupancy, O&M manuals, completion of training, final pay applications and retainage.
3. Assist Architect and CMR in monitoring and enforcing punch list completion.
 - Upon final completion, the OR will arrange and lead a project walk-through with the CMR, Architect, and the OWNER to assess the project's deficiency list and compile a "Punch List" that outlines all items requiring attention to achieve final completion.
 - Subsequently, the OR will visit the site as needed to monitor the progress of addressing the punch list items, ensuring that they are effectively resolved to reach the project's final completion.
4. Schedule and manage equipment acceptance utilizing a predetermined methodology for the commissioning of all electronic and mechanical building systems.
5. Assist in close-out of CMR contract after final inspections are performed and all work is accepted and determined complete.
6. Manage all regulatory compliance issues that will be necessary to secure the certificate of occupancy and any other permits and licenses needed to move into and operate the completed facility.
7. Schedule required training of Owner staff on all electronic, electrical, and mechanical building systems.

Move-In and Occupancy Phase

1. Oversee and coordinate all Owner soft costs, including fixtures, furnishings, and equipment, technology, testing and permits.
 - The OR will take charge of facilitating and coordinating the planning and design of FF&E (Furniture, Fixtures, and Equipment) by the Architect or other Owner's consultant. This will be developed during each design phase and will encompass the following scope of work:
 - Schedule and coordinate meetings and communications between the Owner and the Architect or other consultants to review existing FF&E inventory (if any) for potential re-use opportunities.
 - Identify additional new FF&E required to furnish the Clubhouse/Event Center spaces.
 - Develop design layouts and prepare furniture specifications.
 - Showcase furniture products for selection.
 - Prepare cost estimates for the FF&E package(s).
 - Prepare contract documents to procure FF&E, meeting the Owner's approval.
 - Create bid packages and oversee the bidding and negotiation process for the FF&E.
 - Provide contract administration for the FF&E contract, overseeing the quality, quantity, and delivery of products.



- Manage contract timelines and coordinate installation with the Owner and Contractor.
- Ensure overall contract compliance.
- Review each FF&E pay application before forwarding it to the Owner.
- Oversee installation completion and manage contract closeout.

By effectively managing the FF&E planning and design, the OR plays a crucial role in ensuring a well-furnished and functional Clubhouse/Event Center, meeting the Owner's expectations and needs.

2. Assist Owner in hiring of a moving company and assist with the move-in; coordinate all move-in activities.
3. Assist in the coordination of the delivery, scheduling, and installation of telephone system, fax machines, copy machines, data, fiber, wireless, computers, security system, keyless access systems, audio-visual equipment, and other systems included by Owner in each facility.
4. Assist with the inspection and coordination of delivery of new furniture, equipment, and fixtures.
5. Review and recommend approval or revision of all warranty and operation documents, in coordination with the Architect and CMR.
6. Coordinate the labeling and inventorying of all items that will be placed in storage and returned to completed facility after completion of construction.
7. Assist with the coordination of the master key plan.
8. Review and approve the close-out report to be submitted to Owner.

Communications (All Project Phases):

1. As requested, attend committee and Board meetings to provide construction progress reports, including current project financial status.
2. Serve as the on-site, point-of-contact person for the Project.
3. Promptly update Owner of any Project issues and documents or notices received.
4. As requested by Owner, assist in communicating Project updates to external constituencies.
5. Be available for onsite Project tours and updates.

Not Part of Owner Representative's Services -

QCI's Owner's Representative and Resident Project Representative clearly understand their duties and limitations of authority. As they protect the interest of the City of Parma they will adhere to the following rules:

- 1) Owner Representative is not authorized to approve final plans, schedules, budgets, and estimates.
- 2) Owner Representative will not authorize or approve any GMP or subcontractor bid or cost proposal, any contract bidding documents, or award of contract.



- 3) Owner Representative will not consider or approve any amendments, bulletins, field work orders, or change orders that substantially modify a construction contract including the Architect or CMR Agreement.
- 4) Owner Representative will not undertake any of the responsibilities of any contractor, CMR, or design professional, or the Owner, including the design of the project, construction means and methods, and the coordination, scheduling, and oversight of the subcontractors.
- 5) Owner Representative will not advise on, issue directions regarding, or assume control over or charge of any aspect of the design or the means, methods, techniques, sequences, or procedures of construction.
- 6) Owner Representatives will not advise CMR on, issue directions regarding, or assume control over or charge of safety precautions and programs in connection with the work during construction. Owner Representative will not reject work of a contractor or any subcontractor or require special inspection or testing but will advise the Owner regarding any such decisions.
- 7) Unless authorized by the Owner in writing, Owner Representative will not order the CMR or any subcontractor or material suppliers, to stop the work or terminate a contractor.

Additional Services

Additional services will be provided only with prior written approval of the Owner. The written approval will be an amendment to this Agreement.

On-Site Inspection: QCI recommends the inclusion of a Resident Project Representative to oversee the CMR's contractors' work. Given that certain items will be installed and covered, making inspection and verification challenging, having a Resident Project Representative on-site would be highly advantageous. This representative can document the work and ensure its correct placement at various stages of construction. **The level and frequency of on-site inspections can be customized to suit the specific needs and budget of the City of Parma.** Having a Resident Project Representative would enhance the quality and compliance of the construction, providing valuable assurance to the City throughout the project.

The RPR will provide detailed inspection reports for all on-site activities, covering weather conditions, building trades involved, labor details, equipment usage, and work progress. Any identified deficiencies will be promptly communicated to the Owner, architect, and CMR for immediate resolution as the RPR continues to monitor the ongoing work. This proactive approach ensures timely action and quality control throughout the construction process.

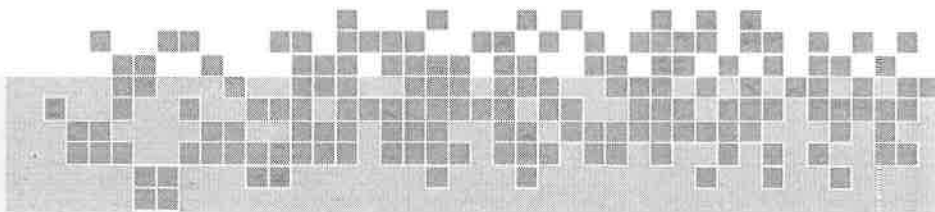
QCI anticipates that the City will require the Ridgewood Golf Course to remain operational during the construction phase. To ensure site security, the RPR will play a crucial role by:

- Issuing proper identification badges for all individuals on-site.
- Accompanying visitors requiring access.
- Monitoring the contractor's workforce to ensure they work only in designated areas.
- Overseeing the appropriate storage of materials and equipment.

These measures are of paramount importance in ensuring the safety and security of the general public and the facility throughout the construction period.

The Owner's Representative will maintain well-organized files containing all essential documentation throughout the construction phase.

QCI will internally review the project's documentation to ensure compliance with ARPA/Federal Funding requirements at various stages. Additionally, the Owner's Representative will be available to assist the city in case of an audit conducted by a Government Representative during project finalization.





If needed, QCI will provide the Owner with all project files required for retention, following the record retention guidelines (2 CFR § 200.334) for a period of three years. Simultaneously, QCI will keep a copy of these records at their office for the same three-year duration. This comprehensive approach ensures proper documentation and adherence to regulatory standards for the project's life cycle.

Certified Payroll/Prevailing Wage Interviews: The RPR will be available to conduct on-site Prevailing Wage Interviews to verify compliance with the State of Ohio and ARPA Requirements. These interviews will be cross-referenced with the Certified Payrolls during Certified Payroll reviews to ensure accurate wage payments and proper accounting of all on-site staff.

Daily Inspection Reports: QCI utilizes the electronic construction reporting solution, Pegasus, to facilitate on-site work documentation by the Owner's Representative and Resident Project Representative. Throughout the project, accurate and timely construction activity reports are generated to record the contractor's work. These reports are accessible in real-time during on-site inspections and finalized by 10 AM the following day. They can be stored as PDF files on any Project Management Solution chosen by the Design Team/CMR.

The Resident Project Representative's documentation includes crucial information such as weather conditions, involved trades, on-site workforce, equipment usage, verification of materials against plans and specifications, work completion quantities or percentages, and photographic evidence of the work.

This detailed information supports the City in various aspects, including claim mitigation, identifying non-conformances or deficiencies, resolving constructability issues, implementing cost-control measures, and ensuring adherence to the Contract Documents. The use of Pegasus enhances efficiency and accuracy in project monitoring and reporting.

Assumptions:

QCI's fee proposal for Owner's representation for the Ridgewood Golf Course Clubhouse/Event Center is based on the services and information outlined in the City's RFP dated July 2023. Our proposal also considers additional details obtained through discussions and emails with Paul Schley, P.E., from the City of Parma Engineering department. The assumptions guiding our fee proposal encompass various factors, including but not limited to:

Design and Construction (Project) Team:

Architect/Designer: The City of Parma has selected American StructurePoint, Inc. and Mr. John Patrick, Architect of 600 Superior Avenue East, Suite 1305, Cleveland, OH 44114 as the Projects Architect/Designer. QCI took information contained within agreement B133-2019 between the City of Parma and the Architect signed by the Owner on November 10, 2022, into account as we assembled our services and fee.

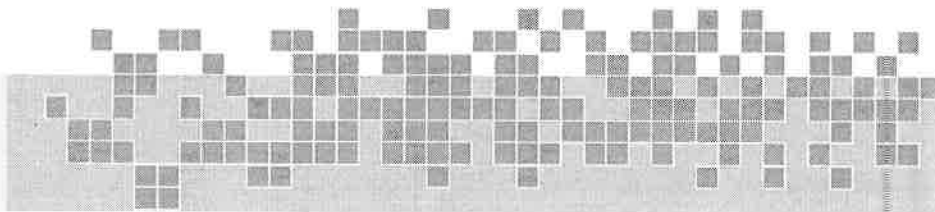
City of Parma Individuals in Responsible Charge: Per the Agreement with the Architect referenced above, the City has assigned the following City Employees as their representatives for the work in the Architect agreement.

- § 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

Tony Vannello, Director of Service Department
6611 Ridge Road
Parma, Ohio 44129

- § 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Hasmukh Patel, City Engineer, or his designee





- § 1.1.10 Construction Manager: (The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1 .1) The Owner expects to hire a Construction Manager at Risk who will provide Preconstruction and Construction Services and hold the contracts for the Project's construction. The Construction Manager's Preconstruction Services will include but are not limited to: developing and monitoring the Project schedule, establishing and monitoring the budget for the Cost of the work, reviewing the Project design for constructability, obtaining bids or negotiated proposals for all work, including the reproduction and distribution of bidding and Construction Documents, and preparing all subcontracts for construction.

The Construction Manager's construction services will include but are not limited to: overseeing the construction of the Project, administering the construction process, reviewing subcontractors' cost proposals for changes in the work, assembling required contractors' submittals and reviewing them for compliance with contract requirements, assembling contractors' Applications for Payment, and managing Project closeout.

Furthermore, the Architect and the Architect's consultants are expected to cooperate and coordinate the delivery of their services with the Construction Manager as part of their basic services.

QCI understand that the city has selected the Albert M. Higley Co, of 3636 Euclid Ave, Cleveland, OH 44115. As of the date of this fee proposal, the details of the agreement between the City of Parma and the CMR are unknown.

The OR will assist the City of Parma in retaining other consultants as identified in the Architect agreement identified as the Owner responsibilities including but not limited to:

- Materials Testing Firm for special inspection required to ensure the quality of the materials for the work and submitted to comply with local regulations in order to gain occupancy.

Schedule: Based on the information gathered from the Request for Qualifications (posted in May 2023), the Request for Price Proposal (posted in July 2023), the Agreement between the City of Parma and the Architect (dated November 10, 2023), and conversations with Paul Schley, P.E. of the City of Parma, QCI has considered the following scheduling information while formulating our fee proposal:

§ 1.1.4, Item 2 - Anticipated Start of Construction Date: September 1, 2023: Based on information provided by the City of Parma, QCI understands the project is currently behind the anticipated schedule. As of July 28, 2023, the Architect has not yet completed the Programming or Schematic Phase Plans and Specifications.

Anticipated Substantial Completion Date April 2024: Per conversations with the City of Parma, The City is now anticipating that the facility will be available to the public in the Spring of 2025 making it available for the 100th anniversary of the Ridgewood Golf Course.

For the purposes of this fee proposal, QCI is assuming a 12-month construction duration. Therefore, to reach Final Completion by April of 2025, construction would need to start no later April of 2024.

Special Inspections: Our price proposal does not include a price for as needed special inspections throughout the duration of the project.

Budget: The City has announced the cost of the Project to be \$9,000,000.00 including the fees for the Design and Administration of the project.

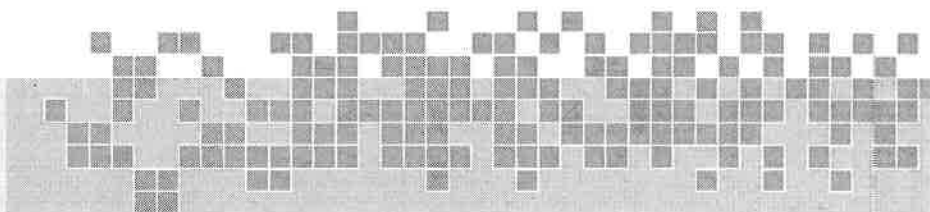


Exhibit B
Owner's Representative Staffing Plan



EXHIBIT B – Proposed Staff

PROJECT MANAGER / OWNERS REPRESENTATIVE - MARGARET ROBINSON, P.E.: Ms. Robinson is graduate of Rensselaer Polytechnic Institute with a Bachelor of Science degree in Civil Engineering and a Master's Degree in Business Administration from the Weatherhead School of Management of Case Western Reserve University. She is a Registered Professional Engineer, State of Ohio (#48744). She brings over 30 years of experience in project management and construction administration by way of managing vertical construction projects in the position of Owners' Representative Ms. Robinson. has completed dozens of projects of equal or greater complexity and value as Parma's Golf Course Clubhouse/Event Center Project. She has managed projects from concept to completion ranging in size from single level \$200K structures up to \$476M in value with multiple buildings and close to 1 million square feet. Ms. Robinson possesses excellent management skills and will effectively guide our team in the successful delivery of your project in cooperation with the Project Team.

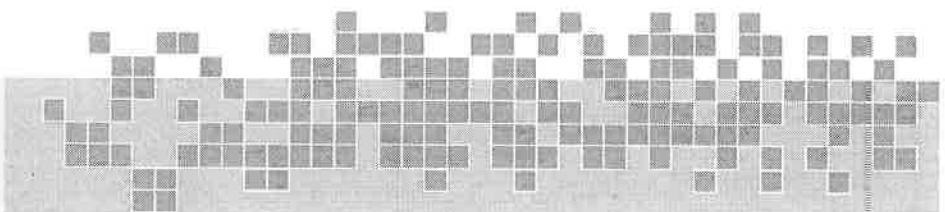
Mrs. Robinson has worked at QCI for 18 years and demonstrates in-depth knowledge of project management skills on CMAR projects. She effectively analyzes cost loaded Base Line CPM Schedules, Budget Narratives and GMP documents. She also provides value to the Owner and Architect during Constructability Reviews, Budget Analysis and Bid Document preparation. Mrs. Robinson's detailed approach and quality of services during the pre-construction phase have continuously set the stage for effectively managing the risks during the construction phase of the project and consistently produced successful project deliveries.

Through the construction phase she protects the interest of the Owner by closely monitoring the budgets, schedule, and constructability aspects of the project, she aids in developing effective resolutions to situations by maintaining intimate knowledge of the work through effective site visits, and constant communication with the team's on-site, Resident Project Representative. She will ensure the submittal process is completed in a timely manner, and with the use of the CPM schedule, determine the contractor is providing submittals on time for all items with an emphasis on long lead items, to ensure no delays. By timely addressing the contractor's requests for information and field conflicts as they occur, she assists in maintaining progress of the work and adherence to the project's budget. Informative monthly reports aid the stakeholders in staying up to-date with the project's progress.

Post construction services are another area where Ms. Robinson delivers exceptional performance. QCI's detailed construction reporting and use of our deficiency list throughout the construction process provides an accurate start to developing the punch list. Her detailed project walk through with our Resident Project Representative, Architect, Contractor, and City of Parma will ensure every detail is addressed. QCI can also assist with the FF&E and know firsthand that with Event Center this will be an important item in a successful project delivery. Proper maintenance of the project documentation will aid in accelerating the project's close-out process. Several projects that Ms. Robinson provided these services on are:

- Cuyahoga Fall Fire Station #5, new construction
- Parma Fire Stations #1 and #2 renovations
- Cuyahoga County Maintenance Facility Consolidation Project
- Premier Produce Warehouse Renovation Project

PROJECT EXECUTIVE - RICK CAPONE: Rick Capone, the founder, and President of Quality Control Inspection Inc., brings over 35 years of experience providing specialized professional services in the form of construction management and owners representation to local, county and state governments on public works improvements. This experience includes architecture and Construction Management services during the construction of multiple public use facilities.





Mr. Capone will be the authority in the negotiation of QCI's contract for our Owner's Representation Services on this project. His contact information is as follows: Rick Capone, President: 440-359-1900 Office, 440-821-0900 Mobile, rcapone@qcigroup.com.

As the Project Executive, Mr. Capone is ultimately responsible for the quality of services our firm delivers. Additionally, Mr. Capone will assist in risk management through resolutions of constructability issues, schedule reviews, budget analysis, and if required mitigation and resolutions to claims. He will be available as needed for the duration of the project. As the Principal of our firm, he will ensure the City receives the highest standard of care on this project.

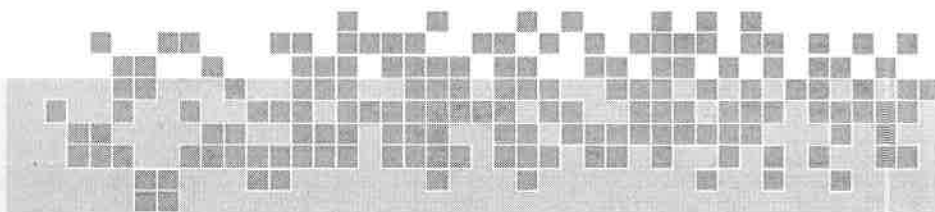
RESIDENT PROJECT REPRESENTATIVE (As-Needed) - ROBERT BOOTHE: Mr. Boothe will serve as QCI's as-needed, on-site Resident Project Representative during the construction and post construction phase of the project. Mr. Boothe brings over 30 years of experience providing architectural/construction services including serving in the position of both the Owner's Representative and the On-Site Resident Project Representative on dozens of vertical construction projects for hospitals, aerospace/aviation, finance, food & beverage, manufacturing/distribution, retail, and television broadcast facilities.

Mr. Boothe's responsibilities during the construction phase include, but are not limited to, as needed, on-site inspection and observation of the contractor's work to ensure it meets the contract documents, writing daily construction reports, tracking material, labor and equipment for all work performed under unit costs, inspection of materials to ensure conformance to submittals and project specifications, collection of delivery tickets and all project documentation, marking up record drawings for as-built information, serving as a liaison between the contractor's and the Owner's Representative to assist in answering RFI's, maintaining RFI log, Change Order and Extra Work logs, attendance at project meetings as required, advising the City on scheduling and monitoring any special testing as needed, review of pay applications and recommendation for approval, and all other tasks identified in the RFP that are associated with ensuring the quality and documentation of the contractor's work.

During the post construction phase Mr. Boothe will be present on the walk through with the Owner's Representative and Owner, assist in the development of the Punch List, monitor Punch List activities through completion, review and assist completion of close out documentation, and assist the Owner's Representative and Owner as needed, or if required in the FF&E services, and access to Owner's stored assets through occupancy. Mr. Boothe's three most recent projects were the Lake County Administration Center Building in Painesville, Ohio, Sunbeam School and ICON at the Waverly Elementary School for the Cleveland Metropolitan School District and the historic renovation of the Mather House Building on the Case Western Reserve Campus.

DOCUMENT CONTROLS/ENGINEERING SUPPORT - BRETT NEWMAN: Mr. Newman is a graduate engineer with 3 years of experience providing inspection and administration services on public works improvements. His responsibilities on this project will include engineering support of the Owners Representative for typing of meeting minutes, research of material specifications, and organization of the project document controls file to ensure all the project information is easily accessible to the City and Team. He will also review certified payrolls and conduct prevailing wage interviews to ensure the CMR contractors follow the State of Ohio prevailing wage laws. QCI's use of the Document Controls position in support of the Owner's Representative provides the highest standard of care at the greatest value while aiding our Firm in controlling the budget for our services.

Full page resumes follow this page.





Rick Capone – Project Executive

President and Founder of Quality Control Inspection, Inc. since 1985. Mr. Capone developed this independent and unbiased construction administration and observation firm to represent clients in the construction industry in both the public and private sectors. Mr. Capone possesses exceptional communication and organizational skills, is a skilled and seasoned leader and has been successful throughout his career due to his affective business planning and marketing skills. Mr. Capone is intimately familiar with the City of Parma, their staff, and how they operate. He has been a long-standing client of Parma's since 1988.

Education & Training:

Kent State University

- School of Architecture

American Society of
Civil Engineers-
Associate Member

Relevant Project Experience:

City of Cuyahoga Falls - Cuyahoga Falls Fire Station #5: Provision of Owner Representative services for a new 2-story fire station with associated public safety training center, communications dispatch center, offices, living quarters, apparatus support spaces, and apparatus bays. Structure was built on a 6-acre site and includes future space for a training center and firing range.

City of Maple Heights - Maple Heights fire Station #1 and #2: The project consisted of the addition of 2 vehicle bays to make a total of 5 bays, remodeling of the existing structure, refacing the existing structure with brick and updating all the mechanical equipment. QCI provided the Owners Representation services for the project which included monitoring and scheduling of GC construction activities, general project oversight to monitor contract compliance, served as owners liaison, reviewed and processed contractor request for payments, reviewed and processed designers pay requests, made recommendations to minor adjustments, substitutions, reviewed and made recommendations to change orders, scheduled and administrated all progress meetings. Mr. Capone proved his ability to aid in resolving conflicts and disputes and effectively mitigate claims.

Cleveland Metroparks Zoo - Australian Adventure, Cleveland, OH: Project included a 55 foot Yagga Tree, 19th Century Homestead, 100 seat amphitheater, Wallaby walkabout facility, train line around the Australian Adventure and 8-acre site development. Responsibilities included monitoring scheduling of GC construction activities, general project oversight to monitor contract compliance, served as liaison with contractors, owner, architect, and utilities. Reviewed and processed contractor request for payments, made recommendations to minor adjustments substitutions, conducted preconstruction and progress meetings and made progress reports to owner. Monitored submittal compliance and flow of RFI's.

Cleveland Metroparks Zoo - Animal Health Care Clinic, Cleveland, OH: Project included the construction of a 26,000 sq.ft. veterinary hospital for exotic animals. The facility includes an animal holding, recovery rooms, animal surgical areas, X-ray and cat-scan facilities, animal autopsy facilities, and exhibit/office areas. Responsibilities included construction management, general project oversight of contractors, served as liaison with contractors, owner, architect, and utilities. Reviewed and processed contractor request for payments, made recommendations to minor adjustments substitutions, conducted preconstruction and progress meetings and made progress reports to owner. Monitored submittal compliance and flow of RFI's.

With over 35 years of experience in the construction industry, Mr. Capone has acted as the Project Executive on a number of larger, detailed projects, including, but not limited to:

- Crocker Park - one of the most exciting developments of its kind in the country. A brilliant mix of known retail stores, spacious office buildings, great restaurants, luxury apartments, relaxing green spaces and even whole neighborhoods of single family homes combine into a lifestyle experience.
- Seven Hills Recreation Center
- City of Independence Pool, Bath House and facilities
- City of Lyndhurst Recreational Pool and facilities
- Rocky River Recreation Center
- Van Aken District Development
- Multiple GCRTA Transit Station Construction and Modifications
- Multiple LPA Projects in various communities
- Euclid Corridor/RTA-Cleveland



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Margaret Robinson, P.E. – Project Manager / Owners Representative

Ms. Robinson will be QCI's Project Manager / Owners Representative for the Golf Course / Event Center Project. Ms. Robinson has managed multiple municipal buildings as a project manager. In this capacity, she is very familiar with fulfilling the duties and responsibilities required to deliver a successful building to Owners. Her contract, project controls, estimating, specification, field, and overall administrative knowledge is unprecedented.

Relevant Project Experience:

Cuyahoga County Maintenance Yard Consolidation Project: This project involved the renovation of a GCRTA bus maintenance facility to allow the County to consolidate three separate vehicle maintenance facilities under one roof. Modifications include but are not limited to removal of several maintenance bays with hydraulic vehicle lifts and upgrades to the remaining bays, new offices and locker rooms, new HVAC systems, fire suppression systems, the construction of an 18,000 square foot cold storage facility, two vehicle fueling stations for gas and diesel, Conference Center and communications upgrades. Margaret Robinson served as the Project Owners Representative. The \$17.3M project was completed on time and in budget.

City of Cuyahoga Falls - Fire Station #5: As an Owner's Representative (OR), performed project management of a signature fire station during the design, bidding, pre-construction and construction phases. The project involved site work, a new 2-story fire station with associated public safety training center, communications dispatch center, offices, living quarters, apparatus support spaces, and apparatus bays. The structure was built on a 6 acre site and includes future space for a training center and firing range.

Premier ProduceOne Warehouse and Office Renovations: QCI was the Owner's Representation services for the produce distribution company to perform renovations to the warehouse space in Suite C. This included refrigerated space, office, and equipment space renovations. In general, the buildout improvements comprised of the following: Refrigeration equipment including one negative 10 degree freezer, one 34 degree cooler, one 45 degree cooler, one 55 degree cooler, ambient storage, compressor room, loading dock area, warehouse office with restrooms, administrative offices with future demonstration kitchen, and the renovation of east and north exterior elevations and site work.

Greater Cleveland Regional Transit Authority - Stephanie Tubbs Jones Transit Center: Performed the role of On-Site Project Monitor – Construction Manager (advisor), Ms. Robinson executed innumerable tasks for the GCRTA, from the beginning phases of the building construction to ribbon cutting on this landmark project for what would be Cleveland's first downtown bus hub. Working alongside the GCRTA Project Manager and supplementing the many project administration and monitoring responsibilities, she worked in tandem with the Project Manager on the execution of many construction and post construction activities.

City of Oberlin - General Maintenance Division Service Complex: As a Construction Manager, managed the construction of a multi-facility, General Maintenance Service Complex on a 16 acre plot of land in the City of Oberlin. Facilities include a 27,851 sf main service building, 7,680 sf cold storage building, 8,680 sf refuse/wash building, 4,677 sf salt storage building, and 2,460 sf fuel island canopy. Performed a constructability review of the design documents, participated in the bidding and award of the multiple prime construction projects. Provided full-time inspection during construction.

City of Maple Heights - Police Station: As an Owner's Representative (OR), managed the renovation of the existing administration area, relocation of the dispatch center and upgrade of building HVAC and electrical systems. Was very active in performing constructability reviews of the architect drawings and in reducing costs to meet the city budget.

City of Rocky River - Umerley Civic Center Addition (\$8M): As Construction Manager, managed the construction of a 42,000 sf, two story, major addition to the existing Civic Center in Rocky River which includes multiple indoor pools, lap lanes, a diving well, water slides, lazy river, spa area, water vortex, indoor and outdoor playgrounds, meeting rooms, aerobics area, filtration, locker rooms, multi-purpose rooms, and other recreational amenities. Provided full-time inspection during the construction of the civic center.

Education & Training:

Case Western Reserve
University, Weatherhead
School of Management
· Master of Business
Administration

Rensselaer Polytechnic
Institute
· Bachelor of Science,
Civil Engineering

Registered Professional
Engineer, State of Ohio
(#48744)

· ODOT Construction
Engineer Level 2



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Robert Boothe – Resident Project Representative

Mr. Boothe brings over 40 years of experience in the construction industry. He has exceptional knowledge in the design, development and construction of buildings and shopping centers. He has provided inspection, project management, owners representative and project development services on various building projects throughout his career. He creates very detailed reports on his projects and is a great communicator.

Relevant Project Experience:

Mayfield Village - Project Manager: Experienced in project development, construction coordination, and property management, architectural design, land use planning, project feasibility analysis, project proforma, construction budgeting, zoning analysis, property entitlement, master planning, real estate development, sales and marketing, client/ customer relationships, preparation and presentation of technical proposals and reports, organizing & coordinating team presentations involved in the retail, residential, commercial and industrial projects.

Dunlop & Johnston, Inc. - Project Manager (2018-2019): Performed PM services for Panzica Construction at Sunbeam School also for ICON at the Waverly Elementary School for Cleveland Metropolitan School District. Managed masonry and waterproofing building packages thru Higley Construction for the Lake County Administration Center, Painesville, Ohio. Renovated the historic Mather House building on the campus of Case Western Reserve University. Work included furniture removal, rework electrical and new lighting, painting, toilet rooms, flooring and carpentry in 95 professor occupied offices within a 75-day shutdown. Removal and replacement of 108 shower stalls for the State of Ohio, Department of Rehabilitation and Corrections, Trumbull Correctional Institution.

Veterans Contracting, Inc. - Senior Project Manager / Operations Manager (2016-2018): Managed over twelve million dollars of capital improvement projects for the Cleveland Veterans Administration Stokes Medical Center, Cleveland, OH. Projects included interior ambulatory care clinic and exam rooms, main street hallway terrazzo flooring replacement, VA medical center roof replacement, exterior sanitary sewer replacement, emergency room parking lot expansion, parking garage retaining wall, underground site utility improvements.

O'Brien Construction, Inc. - Senior Project Manager (2015-2016): Responsibilities included estimating, project management, contract administration, scheduling, selection of subcontractors, managing multiple project superintendents. Accountable for client relations and project construction coordination, value engineering, budget development and contract implementation. Completed the renovation of a vacated 75,000 SF Giant Eagle into eight retail shops including DSW, Michaels, Orange Theory, The Rail restaurant among other retailers in Strongsville, OH. Reconstructed the main entrance to Belden Village Mall, Canton, OH.

Zarembo Group, Inc. - Development Manager (2012-2014): Developed Dollar General Stores for Dollar General Corporation in the Mid-Atlantic, Hudson Valley and Ohio regions. From project inception negotiated and secured land purchase agreements, established project entitlement process, negotiated soils and environmental investigations, created site plans and building elevations, defined project budget, prepared due diligence reports, negotiated local engineering contracts, presented projects to governmental agencies obtaining approvals and permits. Involved from project inception through construction completion.

The Robert T. Boothe Company - Consultant (2009-2012): Provide consulting services in construction coordination, real estate development, project management, design and project budget cost, owner's representation. Consulted with the following local residential and commercial companies; Zarembo Group, Snavelly Development Company, Manorbrook Homes, Barrington Homes, Biztech Properties, Howard Hanna Real Estate, The DAS Group, Elabed Development, Dimmian Properties.

Education & Training:

Kent State University

- Associates in Architectural Technology

Kent State University

- Bachelor of Fine Arts

Exhibit C

Owner's Representative Fee Proposal

Quality Control Inspection, Inc.

9500 Midwest Avenue, Garfield Heights, Ohio 44125

Telephone 440 359-1900 Fax 440 359-1935

Engineering Support Services. Quality on the job.



July 28, 2023

Mr. Paul Schley, P.E.
City of Parma Assistant Engineer
City of Parma, Ohio
6611 Ridge Road
Parma, Ohio 44129

Re: Price Proposal for Owners Representative Services on the City of Parma Golf Course Club House/Event Center Project

Dear Mr. Schley:

As per your request, Quality Control Inspection, Inc. (QCI) has prepared two price proposals for Owners Representative Services for the mentioned project. QCI will assemble a qualified team with the necessary expertise and resources to effectively support Mr. Tony Vannello, Mr. Hasmukh Patel, City Engineer, or their assigned representative in overseeing and managing the project. Our Team will include a Project Executive, Project Manager, Owner Representative, Resident Project Representative, and Documentation Clerk.

QCI's price proposals are based on the following documents, which are either referenced or attached:

- The City of Parma's Request for Proposal (RFP) for Owners Representative Services on the Golf Course Club House/Event Center dated May 2023.
- Quality Control Inspection, Inc.'s response to the above-mentioned RFP dated May 26, 2023.
- The final executed AIA Agreement B133-2019 between the City of Parma and American Structurepoint, Inc. of 600 Superior Avenue, Suite 2401, Cleveland, Ohio 44114.
- The City of Parma's Request for Proposals Document dated July 2023.
- Information provided by the City of Parma through various emails and conversations with Mr. Paul Schley, P.E. Assistant City Engineer.

I. Understanding of the Request:

The City's request is for the Consultant to act as the Owners Representative and Agent throughout the entire construction project, from its conceptualization to its completion. The City has opted for the Construction Manager at Risk delivery method for this project, and a portion of it will utilize Federal ARPA funds. The City has already selected American Structurepoint, Inc. of 600 Superior Avenue, Cleveland, Ohio, as the Architect (Designer), and a modified AIA B133-2019 Agreement with the Designer was signed on September 10, 2022. Additionally, the City has chosen the Albert M. Higley Co. as the Construction Manager at Risk (CMR). Throughout our proposal, we refer to the Designer and CMR as the Project Team.

The City's original anticipated schedule involved completing all pre-scope services with the Designer by December 22, 2022. Design services leading up to the construction phase and the negotiation of the Guaranteed Maximum Price (GMP) with the CMR were planned to be completed by August 31, 2023, with construction commencing on September 1, 2023. The substantial completion date for the project, as established in the Architect Agreement, is April 15, 2024.



Mr. Paul Schley, P.E.
Golf Course Club House/Event Center Project
Owners Representative Price Proposal
Page 2

City Council's approval of City of Parma's ordinance authorizing the Owner's Representative Agreement and written authorization from the Director of Public Service.

II. Project Timeline:

Based on various emails and conversations with the City of Parma, QCI has developed our price proposals with the following anticipated schedule. Our services will commence upon receiving ~~authorization to proceed.~~

- Authorization to Proceed - No later than October 2023
- Construction Commencement to Final Completion - April 2024 to April 2025, allowing the CMR 356 days to achieve substantial completion.
- Project Finalization Services, including Close-out and Audit - Estimated by July 1, 2025

III. QCI's Rate Schedule:

Our rates for the respective positions are as follows:

- Project Executive - \$165.00
- Project Manager - \$120.00
- Resident Project Representative - \$85.00
- Document Control Clerk - \$60.00

III. Scope of Services:

QCI's comprehensive Scope of Services is provided as Exhibit A in the attached document.

V. Fees:

Fixed Fee:

QCI FIXED FEE	C-1
Program Development Phase	\$ 3,420.00
Schematic and Design Phase	\$ 18,810.00
Construction Documents Phase	\$ 15,510.00
Subcontractor Bidding and Contracting Phase	\$ 16,110.00
Construction Start-Up Phase	\$ 15,000.00
Project Construction Phase	\$ 63,750.00
Final Inspections and Close-Out Phase	\$ 19,200.00
Move-In and Occupancy Phase	\$ 19,200.00
Communications (In all Phases of Services)	\$ 4,650.00
Owners Representative Services Contingency	\$ 17,385.00
TOTAL FIXED FEE	\$ 191,235.00
Additional Services - Full Time On-Site Inspection Recommended	\$ 170,000.00
Full Time Inspection Services Contingency	\$ 17,000.00
TOTAL NET FEE INCLUDING ADDITIONAL SERVICES	\$ 378,235.00
REIMBURSABLES	\$ 9,400.00

Not used



Mr. Paul Schley, P.E.
Golf Course Club House/Event Center Project
Owners Representative Price Proposal
Page 3

Not To Exceed Fee:

QCI NOT TO EXCEED FEE		C-2
Program Development Phase	\$	3,420.00
Schematic and Design Phase	\$	18,810.00
Construction Documents Phase	\$	15,510.00
Subcontractor Bidding and Contracting Phase	\$	16,110.00
Construction Start-Up Phase	\$	15,000.00
Project Construction Phase	\$	63,750.00
Final Inspections and Close-Out Phase	\$	19,200.00
Move-In and Occupancy Phase	\$	19,200.00
Communications (In all Phases of Services)	\$	4,650.00
TOTAL NOTE FEE		\$173,850.00
Additional Services - Full Time On-Site Inspection Recommended	\$	170,000.00
TOTAL NTE FEE INCLUDING ADDITIONAL SERVICES		\$343,850.00
REIMBURSABLES	\$	9,400.00

Given the absence of an actual job schedule and construction cost, our price proposal is based on general assumptions derived from our experience, the Architect's projected building cost of \$7,500,000.00, and a Final Completion date for construction set in April 2025. While we have diligently prepared this proposal using the information and project schedule available, any changes to the scope of service, alterations in work dates, work performed beyond the initially anticipated schedule or duration, or significant overtime requirements may necessitate adjustments to our proposed price.

Project reimbursable expenses encompass costs incurred for purchased items directly related to the work or incidental to it, including the reproduction of reports, drawings, specifications, and other project-related items, which will be billed at cost plus 10%. Additionally, all subconsultant services performed under QCI's Contract are subject to a 10% mark-up. It is important to note that QCI's services do not include any fee for materials testing or special inspections.

We are eager to support the City of Parma in this significant improvement endeavor. Thank you for granting QCI the opportunity to present this price proposal. Should you have any questions, concerns, or require further information, please do not hesitate to contact me at 440-359-1900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Capone', is written over a horizontal line.

Rick Capone
President
MP/gc

NOT TO EXCEED FEE C-2

CITY OF PARMA, OHIO GOLF COURSE CLUBHOUSE/EVENT CENTER PROJECT	Project Executive			Owners Representative			RPR			Documentation Clerk		
	Hrs.	Cost/Hr.	Total Cost	Hrs.	CSS Cost/Hr.	Total Cost	Hrs.	CSS Cost/Hr.	Total Cost	Hrs.	CSS Cost/Hr.	Total Cost
Program Development Phase												
Review of Architect and CMR Agreements	2	\$ 165.00	\$ 330.00	2	\$ 120.00	\$ 240.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Produce Owners Representatives Project Plan documenting Owners Responsibilities	2	\$ 165.00	\$ 330.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Monitoring Owners Responsibilities	0	\$ 165.00	\$ -	2	\$ 120.00	\$ 240.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Assist Owner in procurement of other Consultants including materials Testing Firm	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Monitoring Architect and CMR Progress and development of weekly and Monthly Progress Reports	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
SUBTOTAL Program Development Stage	4	\$ 660.00	\$ 660.00	20	\$ 2,400.00	\$ 2,400.00	0	\$ 85.00	\$ -	6	\$ 360.00	\$ 3,420.00
Schematic and Design Development Phase												
Explore Construction Alternates and Materials	4	\$ 165.00	\$ 660.00	12	\$ 120.00	\$ 1,440.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Owner, Architect Meetings / for Constructability & Value Added Input.	4	\$ 165.00	\$ 660.00	12	\$ 120.00	\$ 1,440.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Review of Meeting Minutes with Owner Updates	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Monitoring of Architect/CMR Schedules and Progress	0	\$ 165.00	\$ -	6	\$ 120.00	\$ 720.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Weekly and Monthly Written Progress Reports to Owner	4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	6	\$ 60.00	\$ 360.00
Assistance with Obtaining State, Federal, County and Local Approval and Permits	0	\$ 165.00	\$ -	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00
Review of CMR CMR's Cost Estimates	6	\$ 165.00	\$ 990.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
1st Schematic over the Shoulder Design/ Constructability Review and Comments	4	\$ 165.00	\$ 660.00	10	\$ 120.00	\$ 1,200.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
2nd Design over the Shoulder Design/ Constructability Review and Comments	4	\$ 165.00	\$ 660.00	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00
SUBTOTAL Program Schematic and Design Development Phase	26	\$ 4,290.00	\$ 4,290.00	104	\$ 12,480.00	\$ 12,480.00	0	\$ 85.00	\$ -	34	\$ 2,040.00	\$ 18,810.00
Construction Document Phase												
Assist Owner with Review of Value Engineering Options	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Monitoring of Architect/CMR Schedules and Progress	6	\$ 165.00	\$ 990.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Architect/CMR Meetings for Specifications/Cost impacts to the Budget	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Documentation of Long Leadtime Items and generation of tracking list	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Systems Analysis Meetings for Meeting Owners Standards	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Weekly and Monthly Written Progress Reports to Owner	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Reviews of CMR's Cost Estimates	4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
3rd Design over the Shoulder Design/ Constructability Review and Comments	12	\$ 165.00	\$ 1,980.00	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
SUBTOTAL Construction Document Phase	38	\$ 6,270.00	\$ 6,270.00	68	\$ 8,160.00	\$ 8,160.00	0	\$ 85.00	\$ -	18	\$ 1,080.00	\$ 15,510.00
Subcontractor Bidding and Contracting Phase												
Review of CMR's cost Estimate Prior to Bid to establish GMP	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -			
Monitoring of Long Lead Time Items	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Review of all Approvals and Permits for Start of Construction	0	\$ 165.00	\$ -	16	\$ 120.00	\$ 1,920.00	0	\$ 85.00	\$ -	6	\$ 60.00	\$ 360.00
Compliance Monitoring ARPA Funding Documentation	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	6	\$ 60.00	\$ 360.00
Review of CMR's Subcontractor Qualifications and compliance with Open Bid Subcontracting Process 153	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Participation in Pre-Bid Meeting	2	\$ 165.00	\$ 330.00	2	\$ 120.00	\$ 240.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Recording and review of Meeting Minutes	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Review of Substitutions Answering RFi's Prior to receipt of Bids	4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Pre Award Scope Meeting - Review and verification of Bidders Package Prior to Award	4	\$ 165.00	\$ 660.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Bid Alternate Reviews with Recommendations for Acceptance	4	\$ 165.00	\$ 660.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Review of monthly Reports submitted by CMR Issue Reports to Owner on Design/Budget/Schedule	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Assist Owner on Review of GMP from CMR / and Drafting of Amendment	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00

SUBTOTAL Subcontractor Bidding and Contracting Phase										30	\$ 4,950.00	74	\$ 8,880.00	0	\$	38	\$ 2,280.00	16,110.00
Construction Start-Up Phase																		
Site Mobilization Meetings #1 CMR Trailer Placement, Utilities, Fencing, MOT Laydown Yard, etc.										2	\$ 165.00	4	\$ 120.00	0	\$ 85.00	1	\$ 60.00	60.00
Project Start-up Meeting/ Mobilization #2 with CMR and All Subs										2	\$ 165.00	4	\$ 120.00	0	\$ 85.00	1	\$ 60.00	60.00
Review of Budget Reports from CMR										8	\$ 165.00	2	\$ 120.00	0	\$ 85.00	0	\$ 60.00	-
Owner Representative's On Site Visits & Addressing Constructability Issues										0	\$ 165.00	8	\$ 120.00	0	\$ 85.00	0	\$ 60.00	-
Assist Owner with CMR Job Site Safety Plan Implementation										0	\$ 165.00	4	\$ 120.00	0	\$ 85.00	0	\$ 60.00	-
Monitoring of Architect and CMR Project Schedules and Milestones										0	\$ 165.00	4	\$ 120.00	0	\$ 85.00	2	\$ 60.00	120.00
Monitoring of Shop Drawings, Fabrications and Delivery Schedules										0	\$ 165.00	8	\$ 120.00	0	\$ 85.00	2	\$ 60.00	120.00
Construction Contingency - QCI's Owners Representative will support the City with Reviews of Contingency funds and their approval of the Funds uses										4	\$ 165.00	8	\$ 120.00	0	\$ 85.00	2	\$ 60.00	120.00
Monitoring and Tracking of Long Lead-Time Items with comments to CMR who is Responsible										0	\$ 165.00	8	\$ 120.00	0	\$ 85.00	4	\$ 60.00	240.00
Submit Monthly and Weekly Project update Reports, Attend Council or Administration Meeting As Needed										12	\$ 165.00	8	\$ 120.00	0	\$ 85.00	2	\$ 60.00	120.00
Owner Representatives Attendance at Progress Meetings, Review of Minutes and Notification to Owner of Critical Issues										12	\$ 165.00	4	\$ 120.00	0	\$ 85.00	2	\$ 60.00	120.00
SUBTOTAL Construction Start-Up Phase										40	\$ 6,600.00	62	\$ 7,440.00	0	\$	16	\$ 960.00	15,000.00
Project Construction Phase																		
Submittals - Establish Submittal Tracking Process Monitor Response from Architect										0	\$ 165.00	30	\$ 120.00	0	\$ 85.00	8	\$ 60.00	480.00
RFI's - Establish RFI Process Monitoring of Field Clarifications and assist and Advise Owner on Each										0	\$ 165.00	24	\$ 120.00	0	\$ 85.00	8	\$ 60.00	480.00
Change Order- Review all change Orders with advise and Recommendation to Owner for Approvals										6	\$ 165.00	30	\$ 120.00	0	\$ 85.00	8	\$ 60.00	480.00
Special Inspections/Materials Testing - Monitor and Schedule Owners Testing as needed to meet requirements, Maintain Testing Records and provide advise to Owner on any Required Corrective Actions										0	\$ 165.00	8	\$ 120.00	0	\$ 85.00	4	\$ 60.00	240.00
Site Visits - Monitoring Construction for Quality, Budget and Schedule Advise Owner, Track Budget, Percentages of Completion, GMP and Schedule, Provide Monthly and Biweekly Reports to Owner with Recommendations										12	\$ 165.00	234	\$ 120.00	0	\$ 85.00	0	\$ 60.00	-
Utility Coordination - Electricals, Water, Voice and Data with local carriers										0	\$ 165.00	20	\$ 120.00	0	\$ 85.00	0	\$ 60.00	-
Coordination of Owners - Assist in Owners H&E Purchases, Deliveries and Storage during Construction, Payment Applications - Review and Recommendations on all Payment Requests, including all attachment and provide recommendations for Payment to the Owner and the Architect.										0	\$ 165.00	30	\$ 120.00	0	\$ 85.00	8	\$ 60.00	480.00
Attendance at Meetings - Attend all CMR scheduled Progress Meetings, Review of Minutes for Inconsistencies and protect interest of the Owner, Advise Owner of all Critical Issues.										0	\$ 165.00	36	\$ 120.00	0	\$ 85.00	8	\$ 60.00	480.00
Project Walk Through at Substantial Completion to develop Punch list										4	\$ 165.00	48	\$ 120.00	0	\$ 85.00	20	\$ 60.00	1,200.00
SUBTOTAL Project Construction Phase										22	\$ 3,630.00	468	\$ 56,160.00	0	\$	66	\$ 3,960.00	63,750.00
Final Inspections and Project Close-Out Phase																		
Analyze and advise Owner regarding change orders and claims										0	\$ 165.00	8	\$ 120.00	0	\$ 85.00	2	\$ 60.00	120.00
Assist in acquiring the Owners As Built Drawings, Owners Operation and Maintenance Manuals and other Close-out Documentation including final inspections, Occupancy Permits, Owner Training, Final Pay Application and Release of Retainage.										0	\$ 165.00	16	\$ 120.00	0	\$ 85.00	8	\$ 60.00	480.00
Assist Owner and Architect in final walkthrough to ensure completion of all Punch List items.										4	\$ 165.00	8	\$ 120.00	0	\$ 85.00	0	\$ 60.00	-
Scheduling and Management of acceptance of Owners Equipment, and commissioning of all electrical and Mechanical Systems.										0	\$ 165.00	20	\$ 120.00	0	\$ 85.00	8	\$ 60.00	480.00
Assist the Architect and Owner in the Close-out of the CMR's Contract										0	\$ 165.00	40	\$ 120.00	0	\$ 85.00	16	\$ 60.00	960.00
Occupancy - Manage and Assist in Owners Regulatory Compliance Issues to ensure issuance of Occupancy Permit and allow operation of Facility.										0	\$ 165.00	16	\$ 120.00	0	\$ 85.00	4	\$ 60.00	240.00
Manage and Schedule the Training of All Owners staff in the operation of the facility										0	\$ 165.00	10	\$ 120.00	0	\$ 85.00	5	\$ 60.00	300.00
SUBTOTAL Final Inspection and Project Close-Out Phase										4	\$ 660.00	118	\$ 14,160.00	0	\$	43	\$ 2,580.00	17,400.00
Move in and Occupancy Phase																		
Oversee and coordinate all Owner soft costs, including fixtures, furnishings, equipment, technology, permits										0	\$ 165.00	30	\$ 120.00	0	\$ 85.00	16	\$ 60.00	960.00
Assist Owner in Hiring Moving Company and Coordination of all Moving Activities										0	\$ 165.00	4	\$ 120.00	0	\$ 85.00	2	\$ 60.00	120.00

[illegible]

EXHIBIT C - FIX FEE

NOT TO EXCEED FEE

CITY OF PARMA, OHIO GOLF COURSE CLUBHOUSE/EVENT CENTER PROJECT												
Program Development Phase												
	Hrs.	Cost/Hr.	Total Cost	Hrs.	CS\$ Cost/Hr.	Total Cost	Hrs.	CS\$ Cost/Hr.	Total Cost	Hrs.	CS\$ Cost/Hr.	TOTALS
Review of Architect and CMR Agreements	2	\$ 165.00	\$ 330.00	2	\$ 120.00	\$ 240.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Produce Owners Representatives Project Plan Documenting Owners Responsibilities	2	\$ 165.00	\$ 330.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Monitoring Owners Responsibilities	0	\$ 165.00	\$ -	2	\$ 120.00	\$ 240.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Assist Owner in procurement of other Consultants including materials Testing Firm	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Monitoring Architect and CMR Progress and development of weekly and Monthly Progress Reports	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
SUBTOTAL Program Development Stage	4	\$ 660.00	\$ 660.00	20	\$ 2,400.00	\$ 2,400.00	0	\$ 85.00	\$ -	6	\$ 360.00	\$ 3,420.00
Schematic and Design Development Phase												
Explore Construction Alternates and Materials	4	\$ 165.00	\$ 660.00	12	\$ 120.00	\$ 1,440.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Owner, Architect Meetings / for Constructability & Value Added Input,	4	\$ 165.00	\$ 660.00	12	\$ 120.00	\$ 1,440.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Review of Meeting Minutes with Owner Updates	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Monitoring of Architect/CMR Schedules and Progress	0	\$ 165.00	\$ -	6	\$ 120.00	\$ 720.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Weekly and Monthly Written Progress Reports to Owner	4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	6	\$ 60.00	\$ 360.00
Assistance with Obtaining State, Federal, County and Local Approval and Permits	0	\$ 165.00	\$ -	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00
Review of CMR's Cost Estimates	6	\$ 165.00	\$ 990.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
1st Schematic over the Shoulder Design/ Constructability Review and Comments	4	\$ 165.00	\$ 660.00	10	\$ 120.00	\$ 1,200.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
2nd Design over the Shoulder Design/ Constructability Review and Comments	4	\$ 165.00	\$ 660.00	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00
SUBTOTAL Program Schematic and Design Development Phase	26	\$ 4,290.00	\$ 4,290.00	104	\$ 12,480.00	\$ 12,480.00	0	\$ 85.00	\$ -	34	\$ 2,040.00	\$ 18,810.00
Construction Document Phase												
Assist Owner with Review of Value Engineering Options	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Monitoring of Architect/CMR Schedules and Progress	6	\$ 165.00	\$ 990.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Architect/CMR Meetings for Specifications/Cost Impacts to the Budget	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Documentation of Long Leadtime Items and generation of tracking list	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Systems Analysis Meetings for Meeting Owners Standards	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Weekly and Monthly Written Progress Reports to Owner	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Reviews of CMR's Cost Estimates	4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
3rd Design over the Shoulder Design/ Constructability Review and Comments	12	\$ 165.00	\$ 1,980.00	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
SUBTOTAL Construction Document Phase	38	\$ 6,270.00	\$ 6,270.00	68	\$ 8,160.00	\$ 8,160.00	0	\$ 85.00	\$ -	18	\$ 1,080.00	\$ 15,310.00
Subcontractor Bidding and Contracting Phase												
Review of CMR's Cost Estimate Prior to Bid to establish GMP	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Monitoring of Long Lead Time Items	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Review of all Approvals and Permits for Start of Construction	0	\$ 165.00	\$ -	16	\$ 120.00	\$ 1,920.00	0	\$ 85.00	\$ -	6	\$ 60.00	\$ 360.00
Compliance Monitoring ARPA Funding Documentation	0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	6	\$ 60.00	\$ 360.00
Review of CMR's Subcontractor Qualifications and compliance with Open Bid Subcontracting Process 153	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Participation in Pre-Bid Meeting	2	\$ 165.00	\$ 330.00	2	\$ 120.00	\$ 240.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -
Recording and review of Meeting Minutes	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Review of Substitutions Answering RFI's Prior to receipt of Bids	4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Pre Award Scope Meeting - Review and verification of Bidders Package Prior to Award	4	\$ 165.00	\$ 660.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Bid Alternate Reviews with Recommendations for Acceptance	4	\$ 165.00	\$ 660.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00
Review of monthly Reports submitted by CMR Issue Reports to Owner on Design/Budget/Schedule	0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00
Assist Owner on Review of GMP from CMR / and Drafting of Amendment	8	\$ 165.00	\$ 1,320.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00

SUBTOTAL Subcontractor Bidding and Contracting Phase																			
Construction Start-Up Phase																			
30	\$	4,950.00	74	\$	8,880.00	0	\$	38	\$	2,280.00	\$	16,110.00							
Site Mobilization Meetings #1: CMR Trailer Placement, Utilities, Fencing, MOT Laydown Yard...																			
2	\$ 165.00	\$ 330.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	1	\$ 60.00	\$ 60.00								
Project Start-up Meeting/ Mobilization #2 with CMR and All Subs																			
2	\$ 165.00	\$ 330.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	1	\$ 60.00	\$ 60.00								
Review of Budget Reports from CMR																			
8	\$ 165.00	\$ 1,320.00	2	\$ 120.00	\$ 240.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -								
Owner Representative's On Site Visits & Addressing Constructability Issues																			
0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -								
Assist Owner with CMR Job Site Safety Plan Implementation																			
0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -								
Monitoring of Architect and CMR Project Schedules and Milestones																			
0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00								
Monitoring of Shop Drawings, Fabrications and Delivery Schedules																			
0	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00								
Construction Contingency - QCI's Owners Representative will support the City with Reviews of Contingency Funds and their approval of the Funds uses																			
0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00								
Monitoring and Tracking of Long Lead-Time Items with comments to CMR who is Responsible																			
Submit Monthly and Weekly Project update Reports, Attend Council or Administration Meeting As Needed																			
Owner Representatives Attendance at Progress Meetings, Review of Minutes and Notification to Owner of Critical Issues																			
12	\$ 165.00	\$ 1,980.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00								
SUBTOTAL Construction Start-Up Phase																			
40	\$	\$ 6,600.00	62	\$	\$ 7,440.00	0	\$	\$ -	16	\$	\$ 960.00	\$ 15,000.00							
Project Construction Phase																			
Submittals - Establish Submittal Tracking Process Monitor Response from Architect																			
0	\$ 165.00	\$ -	30	\$ 120.00	\$ 3,600.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00								
RFI's - Establish RFI Process Monitoring of Field Clarifications and assist and Advise Owner on Each																			
0	\$ 165.00	\$ -	24	\$ 120.00	\$ 2,880.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00								
Change Order- Review all change Orders with advise and Recommendation to Owner for Approvals																			
6	\$ 165.00	\$ 990.00	30	\$ 120.00	\$ 3,600.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00								
Special Inspections/Materials Testing - Monitor and Schedule Owners Testing as needed to meet requirements, Maintain Testing Records and provide advise to Owner on any Required Corrective Actions																			
0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00								
Site Visits - Monitoring Construction for Quality, Budget and Schedule Advise Owner, Track Budget, Percentages of Completion, GMP and Schedule, Provide Monthly and Biweekly Reports to Owner with Recommendations																			
12	\$ 165.00	\$ 1,980.00	234	\$ 120.00	\$ 28,080.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -								
Utility Coordination - Electricals, Water, Voice and Data with local carriers																			
0	\$ 165.00	\$ -	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -								
Coordination of Owners - Assist in Owners FF&E Purchases, Deliveries and Storage during Construction, Payment Applications - Review and Recommendations on all Payment Requests, including all attachment and provide recommendations for Payment to the Owner and the Architect.																			
0	\$ 165.00	\$ -	36	\$ 120.00	\$ 4,320.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00								
Attendance at Meetings - Attend all CMR scheduled Progress Meetings, Review of Minutes for Inconsistencies and protect interest of the Owner, Advise Owner of all Critical Issues.																			
0	\$ 165.00	\$ -	48	\$ 120.00	\$ 5,760.00	0	\$ 85.00	\$ -	20	\$ 60.00	\$ 1,200.00								
4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00								
Project Walk Through at Substantial Completion to develop Punch list																			
22	\$	\$ 3,630.00	468	\$	\$ 56,160.00	0	\$	\$ -	66	\$	\$ 3,960.00	\$ 63,750.00							
SUBTOTAL Project Construction Phase																			
Final Inspections and Project Close-Out Phase																			
Analyze and advise Owner regarding change orders and claims																			
0	\$ 165.00	\$ -	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00								
Assist in acquiring the Owners As Built Drawings, Owners Operation and Maintenance Manuals and other Close-out Documentation including final Inspections, Occupancy Permits, Owner Training, Final Pay Application and Release of Retainage.																			
0	\$ 165.00	\$ -	16	\$ 120.00	\$ 1,920.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00								
4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -								
Assist Owner and Architect in final walkthrough to ensure completion of all Punch List Items.																			
Scheduling and Management of acceptance of Owners Equipment, and commissioning of all electrical and Mechanical Systems																			
0	\$ 165.00	\$ -	20	\$ 120.00	\$ 2,400.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00								
Assist the Architect and Owner in the Close-out of the CMR's Contract																			
0	\$ 165.00	\$ -	40	\$ 120.00	\$ 4,800.00	0	\$ 85.00	\$ -	16	\$ 60.00	\$ 960.00								
Occupancy - Manage and Assist in Owners Regulatory Compliance issues to ensure issuance of Occupancy Permit and allow operation of Facility.																			
0	\$ 165.00	\$ -	16	\$ 120.00	\$ 1,920.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00								
0	\$ 165.00	\$ -	10	\$ 120.00	\$ 1,200.00	0	\$ 85.00	\$ -	5	\$ 60.00	\$ 300.00								
Manage and Schedule the Training of All Owners staff in the operation of the facility																			
SUBTOTAL Final Inspection and Project Close-Out Phase																			
4	\$	\$ 660.00	118	\$	\$ 14,160.00	0	\$	\$ -	43	\$	\$ 2,580.00	\$ 17,400.00							
Move In and Occupancy Phase																			
Oversee and coordinate all Owner soft costs, including fixtures, furnishings, equipment, technology, Permits																			
0	\$ 165.00	\$ -	30	\$ 120.00	\$ 3,600.00	0	\$ 85.00	\$ -	16	\$ 60.00	\$ 960.00								
Assist Owner in Hiring Moving Company and Coordination of all Moving Activities																			
0	\$ 165.00	\$ -	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	2	\$ 60.00	\$ 120.00								
Assist in Coordination of Installation of Owner Purchased systems, Phones, Security, Video...																			
0	\$ 165.00	\$ -	10	\$ 120.00	\$ 1,200.00	0	\$ 85.00	\$ -	3	\$ 60.00	\$ 180.00								

Assist with Coordination of receipt and delivery of all Owner Purchased Furniture, Fixtures and Equipment												
Review and Recommendations to the Owner on all Warranty and operation documentation with Owner and Architect												
Coordination of labeling and storage of all items placed in storage for return to facility after completion of the project.												
Assist with Master Key Plan												
Review and Submission of Project Close-Out report to Owner												
SUBTOTAL Final Inspection and Project Close-Out Phase												
0	\$ 165.00	\$ -	30	\$ 120.00	\$ 3,600.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00	
0	\$ 165.00	\$ -	24	\$ 120.00	\$ 2,880.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00	
0	\$ 165.00	\$ -	16	\$ 120.00	\$ 1,920.00	0	\$ 85.00	\$ -	8	\$ 60.00	\$ 480.00	
4	\$ 165.00	\$ 660.00	4	\$ 120.00	\$ 480.00	0	\$ 85.00	\$ -	1	\$ 60.00	\$ 60.00	
4	\$ 165.00	\$ 660.00	8	\$ 120.00	\$ 960.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00	
8	\$ 1,320.00		126	\$ 15,120.00	0	\$ -	\$ -		46	\$ -	\$ 2,760.00	
SUBTOTAL Project Communications (All Phases of Work)												
12	\$ 165.00	\$ 1,980.00	12	\$ 120.00	\$ 1,440.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -	
0	\$ 165.00	\$ -	0	\$ 120.00	\$ -	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -	
0	\$ 165.00	\$ -	0	\$ 120.00	\$ -	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -	
0	\$ 165.00	\$ -	16	\$ 120.00	\$ 1,920.00	0	\$ 85.00	\$ -	4	\$ 60.00	\$ 240.00	
6	\$ 165.00	\$ 990.00	16	\$ 120.00	\$ 1,920.00	0	\$ 85.00	\$ -	0	\$ 60.00	\$ -	
18	\$ 2,970.00		44	\$ 600.00	\$ 1,440.00	0	\$ -	\$ -	4	\$ -	\$ 240.00	
SUBTOTAL Project Communications												
190	\$ 31,350.00		1084	\$ 126,240.00	0	\$ -	\$ -		271	\$ -	\$ 16,260.00	
TOTAL FIX FEE WITHOUT ADDITIONAL SERVICES												
CONTINGENCY FOR OWNERS REPRESENTATIVE SERVICES												
TOTAL FIXED FEE NNOT INCLUDING ADDITIONAL SERVICES \$ 173,850.00												
ADDITIONAL SERVICES PROPOSED												
Inspections - On-Site Inspections by QCI Owners Representative												
Contingency For Full Time RPR Inspection Services												
0	\$ 165.00	\$ -	0	\$ 120.00	\$ -	2000	\$ 85.00	\$ 170,000.00	0	\$ 60.00	\$ -	
TOTAL FIXED FEE INCLUDING ADDITIONAL SERVICES \$ 170,000.00												
TOTAL REIMBURSABLES \$ 17,385.00												
TOTAL FIXED FEE INCLUDING ADDITIONAL SERVICES \$ 378,235.00												
Reimbursable Expenses												
Mileage												
Printing for Reproductions of Plans/Specifications Reports/ Documents												
Seat Licenses for Pegasus Construction /Management/Reporting System.												
TOTAL REIMBURSABLES \$ 9,400.00												
TOTAL REIMBURSABLES \$ 9,400.00												

Exhibit D

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All provisions provided below are hereby incorporated into the OWNER'S REPRESENTATIVE AGREEMENT ("Agreement") and by entering into the Agreement, Contractor certifies the following (references to "Contractor" or "contractor" are deemed to refer to the Owner's Representative identified in the Agreement):

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process, subject to the terms and conditions of the Agreement, if any.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Rule (D) above, Contractor will follow all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
(2 C.F.R. § 200.321)**

The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Domestic Preferences
(§ 200.322)**

Contractor agrees, as appropriate and to the extent consistent with law, and to the greatest extent practicable, to purchase, acquire, or use goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Recovered Materials (2 C.F.R. § 200.323)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216)

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Record Retention (2 C.F.R. § 200.334)

The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of three years from the date of the completion of the project.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Agreement.