

ATTACHMENT F

SCOPE OF WORK

This Attachment is attached to and is made a part of the Comprehensive Agreement (the “*Agreement*”) between the City of Hampton, Virginia (the “*City*”) and Clancy & Theys Construction Co. (“*Contractor*”). Capitalized terms used in this Attachment, but not defined herein, shall have the meanings ascribed to such terms as provided in the Agreement, the General Conditions attached thereto, and the other Contract Documents associated therewith.

SECTION 1. GENERAL INTENT

1.1 Parties Intent, Generally. It is the intent of the Parties that, unless otherwise specifically set forth in this Agreement, Contractor shall perform or provide all design, construction, and services that are necessary to provide City with a “turn-key” Project that fully complies with or exceeds the Design Criteria set forth in Attachment D and all other requirements as set forth in the Contract Documents.

1.2 Contractor’s Duties. As specified in the Contract Documents, Contractor’s Work shall be generally divided into two phases: (i) the Design Confirmation Phase and (ii) the Implementation Phase.

Phase 1: Design Confirmation Phase. During the Design Confirmation Phase, Contractor will meet with City representatives and other stakeholders to discuss the Revised Proposal and incorporate any revisions to the Revised Proposal that may be requested by the City. At the conclusion of the Design Confirmation Phase, the City and Contractor will have agreed on a design which will form the basis for the Implementation Stages.

Phase 2: Implementation Phase. The Implementation Phase will have two stages: (1) the “Design Implementation Stage” and (2) the “Construction Implementation Stage” (collectively, the “*Implementation Stages*”). During the Design Implementation Stage, Contractor will: (i) advance the design and budget for the Project in iterative steps, each involving the review and input of the Project Manager, such that at the end of this stage Contractor will have produced, and the Project Manager will have approved, the IFC Set; and (ii) submit for and receive all necessary permits and approvals from Code Officials. During the Construction Implementation Stage, Contractor shall construct the Project in accordance with the IFC Set and the other Contract Documents.

1.3 Design Team. Contractor shall, in a manner consistent with applicable state licensing laws, provide the necessary design services, including architectural, engineering and other design professional services, required during the Design Confirmation Phase and the Design Implementation Stage, through its use of qualified, licensed design professionals employed or subcontracted by Contractor (such employees of Contractor and the design professionals employed by Contractor are referred to herein, collectively, as the “*Design Team*”). The Design Team shall be considered Key Personnel, subject to the provisions of Section 5 below.

1.4 Fast Track Project. Contractor has been selected, in part, based on its experience with managing design/build projects and managing the design process and constructing in a fast track environment. It is understood that with respect to any specific element of Work, such element of Work shall proceed sequentially through the Implementation Stages in the order described herein (i.e. each such element of Work shall first proceed through the Design Implementation Stage, then the Construction Implementation Stage). It is understood, however, that different elements of Work may be in different Implementation Stages at the same time, and in this sense, the Work which Contractor performs may overlap within the Implementation Stages.

1.5 Compliance with Design Criteria. Contractor must design and construct the Project in accordance with the Design Criteria and the Basis of Design. Accordingly, all of the documents required to be produced during the Design Confirmation Phase and Design Implementation Stage must conform to the Design Criteria.

SECTION 2. DESIGN CONFIRMATION PHASE

2.1 General Understandings and Selection Process. The Revised Proposal represents a level of design that is generally consistent with the level of design contemplated in a “Design Concept” design as that term is used in the design and construction industry. The Revised Proposal was prepared under the direction and supervision of Contractor and its Design Team. Contractor hereby represents that it: (i) selected the Design Team and assessed whether the Design Team had the necessary experience, qualifications, and resources to implement the Project; (ii) managed the design process during the Revised Proposal; and (iii) had the opportunity to take such measures as Contractor deemed necessary or advisable (including, but not limited to, the opportunity to consult with trade subcontractors) to assure itself that the Project could be completed for an amount that does not exceed the CCL. The City has relied upon representations set forth in the preceding sentence in awarding and entering into the Agreement with Contractor.

2.2 Revised Proposal Review. No later than promptly after the Initial NTP is issued, Contractor shall conduct an initial meeting with the Project Manager and other stakeholders identified by the City to discuss the Revised Proposal. The purpose of that meeting shall be to review the Design Criteria and discuss any adjustments or refinements to the Revised Proposal that the City may recommend to comport with the Design Criteria and the overall objectives of the City for the Project. Additional meetings may be held for that purpose at the request of the Contractor or the City. Contractor and its Design Team shall evaluate any such proposed adjustments or refinements to the Revised Proposal and shall provide the Project Manager with a written assessment of whether such adjustments are technically feasible and, if so, the impact such adjustments would have on the Guaranteed Maximum Price and the Project Schedule. The assessment(s) shall be delivered as soon as practically possible, but in no event more than twenty-one (21) days after the meeting at which the adjustment or refinement was first presented and discussed. The assessment shall include a line item break-out of the potential cost impact, if any, as well as a schedule analysis that highlights the impact of the adjustments on the Project Schedule. Contractor and the Project Manager will

meet as often as necessary in order to discuss and agree upon what adjustments, if any, will be incorporated in the Revised Proposal. Contractor shall revise the Revised Proposal to reflect any such approved design adjustments and submit such revisions to the Project Manager for approval, which approval may be withheld in the Project Manager's sole and absolute discretion. The Revised Proposal, with all those adjustments and refinements approved in writing by the Project Manager, shall become the final agreed to design ("*Basis of Design*").

2.3 Baseline Milestone Schedule. Within thirty (30) days after the Initial NTP is issued, Contractor shall prepare and submit a detailed baseline milestone schedule for all significant milestones to take place during the Implementation Phase (the "*Baseline Milestone Schedule*") that is consistent with the Project Schedule and the requirements of the Design Criteria for the Project Manager's review and written approval.

2.4 Preliminary Control Budget. Within thirty (30) days after the Initial NTP is issued, Contractor shall prepare and submit the preliminary Control Budget for the Project Manager's review and written approval, which preliminary Control Budget must be equal to or less than the CCL and the requirements of the Design Criteria (the Basis of Design, Baseline Milestone Schedule, and the Control Budget collectively referred to as the "*Project Initiation Deliverables*").

2.5 Project Initiation Deliverables. The Design Confirmation Phase shall not be complete until all Project Initiation Deliverables have been prepared by Contractor and approved by the Project Manager.

2.6 End of Design Confirmation Phase. The Design Confirmation Phase shall conclude when the Parties (i) agree upon the Basis of Design (which shall replace the Revised Proposal as the basis from which further design documents shall be produced); (ii) establish, in the Baseline Milestone Schedule, the revised dates for Substantial Completion and Final Completion for the Project, if needed; and (iii) execute an amendment to the Agreement, if necessary, to document any agreed upon modifications. Contractor shall not proceed to the Implementation Phase or any other Phase outlined in this Attachment until the City has accepted in writing all Project Initiation Deliverables and has issued the Implementation NTP.

2.7 Marketing. After the end of the Design Confirmation Phase and through any phase thereafter, the Contractor shall, at the request of the City, make available renderings, virtual tours, incremental construction photos, and other similar products suitable for the City's marketing of the project to prospective users and shall cooperate with the City in those efforts.

2.8 Modification and Termination. The Project Deliverables may be modified only by written agreement of the Parties after the End of the Design Confirmation Phase. In the event the Project Manager is unable to approve one or more of the Project Initiation Deliverables, or the Parties are unable to agree upon the Basis of Design by _____, the City may terminate this Agreement by issuing written notice to the Contractor, and both Parties shall be relieved from any further obligations under this Agreement.

SECTION 3. IMPLEMENTATION PHASE

The Implementation Phase shall consist of the Design Implementation Stage and the Construction Implementation Stage. The Implementation Phase shall commence when the City issues the Implementation NTP and shall be completed in the sequence set forth below.

3.1. DESIGN IMPLEMENTATION STAGE

3.1.1 Logical Development of Basis of Design. The IFC Set will be developed by Contractor in an iterative and collaborative process that involves the City and the Project Manager. Contractor shall develop the IFC Set so that it reflects the design intent embodied in the Basis of Design. If there is more than one option that is a logical inference of such design intent, Contractor shall use all good faith efforts to implement the desires of the City; however, if such desires cannot be accommodated within the Guaranteed Maximum Price, Contractor shall have the right to select a design alternative that is a logical inference of the Basis of Design documents, with costs that do not exceed the Guaranteed Maximum Price but shall not proceed with such design alternative without written approval of the City; and provided that the City may direct Contractor to proceed with another option, but in such event Contractor shall be entitled to an equitable adjustment to the Guaranteed Maximum Price resulting from such directive.

3.1.2 Schematic Design (15% Design Document). Contractor shall develop a set of Schematic Design Documents that is consistent with and a logical development of the Basis of Design and in accordance with the Design Criteria, and submit it to the Project Manager for review and approval (the "*Schematic Design Submission*").

3.1.3 Review and Revisions to Schematic Design Submission. Within thirty (30) days after the Project Manager receives the Schematic Design Submission, the Project Manager shall fully review and prepare comments on the Schematic Design Submission. Within not more than forty (40) days after the Project Manager receives the Schematic Design Submission, the Project Manager will meet with Contractor and provide comments on the submission. Contractor shall make such revisions to the Schematic Design Submission as necessary to incorporate comments, feedback, and other direction provided by the Project Manager. The Project Manager shall have the right to disapprove the Schematic Design Submission if the submission is inconsistent with the Basis of Design or the Design Criteria. The Schematic Design Submission, as approved in writing by the Project Manager, shall be referred to as the "*Approved Schematic Design*".

3.1.4 Design Development (35% Design Document). Contractor shall develop a set of Design Development Documents that is consistent with and a logical development of the Approved Schematic Design and in accordance with Basis of Design and the Design Criteria, and submit it to the Project Manager for review and approval (the "*Design Development Submission*").

3.1.5 Review and Revisions to Design Development Submission. Within thirty (30) days after the Design Development Submission, the Project Manager shall fully review and prepare comments on the Design Development Submission. Within not more than forty (40) days after the Project Manager receives the Design Development Submission, the Project Manager will meet with Contractor and provide comments on the submission. Contractor shall make such revisions to the Design Development Submission as necessary to incorporate comments, feedback, and other direction provided by the Project Manager. The Project Manager shall have the right to disapprove the Design Development Submission if the submission is inconsistent with the Approved Schematic Design. The Design Development Submission, as approved in writing by the Project Manager, shall be referred to as the “*Approved Design Development*”.

3.1.6 Construction Document 1 (65% Design Documents) and Final Control Budget. Contractor shall develop a set of 65% Design Documents that is consistent with and a logical development of the Approved Design Development and in accordance with the Design Criteria, and submit it to the Project Manager for review and approval (the “*65% Design Documents Submission*”). In addition, simultaneous with that submission, Contractor shall submit the final Control Budget which must equal the GMP estimate as required by Section 11 of the Agreement.

3.1.7 Review and Revisions to 65% Design Documents. Within thirty (30) days after the 65% Design Documents Submission, the Project Manager shall fully review and prepare comments on the 65% Design Documents. Within not more than forty (40) days after the Project Manager receives the 65% Design Documents, the Project Manager will meet with Contractor and provide comments on the submission. Contractor shall make such revisions to the 65% Design Documents Submission as necessary to incorporate comments, feedback, and other direction provided by the Project Manager. The Project Manager shall have the right to disapprove the 65% Design Documents Submission if the submission is inconsistent with the Approved Design Development. The 65% Design Documents Submission, as approved in writing by the Project Manager, shall be referred to as the “*Approved 65% Design Documents*”.

3.1.8 Construction Document 2 (90% Design Documents). Contractor shall develop a set of 90% Design Documents that is consistent with and a logical development of the Approved 65% Construction Documents and in accordance with the Design Criteria, and submit it to the Project Manager for review and approval (the “*90% Design Documents Submission*”).

3.1.9 Review and Revisions to 90% Design Documents Submission. Within thirty (30) days after the 90% Design Documents Submission, the Project Manager shall fully review and prepare comments on the 90% Design Documents. Within not more than forty (40) days after the Project Manager receives the 90% Design Documents, the Project Manager will meet with Contractor and provide comments on the submission. Contractor shall make such revisions to the 90% Design Documents Submission as necessary to incorporate comments, feedback and other direction provided by the Project Manager. The Project Manager shall have the right to disapprove the 90% Design Documents Submission

if the submission is inconsistent with the Approved 65% Design Documents. As approved in writing by the Project Manager, the 90% Design Document Submission shall be referred to as the “*Approved 90% Design Documents*”.

3.1.10 Issued for Construction (IFC) (100% Design Documents). Based on the Approved 90% Design Documents, Contractor shall submit for the Project Manager’s approval an IFC Set submission, which shall be based on the Approved 90% Design Documents and the Design Criteria (the “*IFC Set Submission*”). Within fifteen (15) days after the IFC Set Submission, the Project Manager will meet with Contractor and provide comments on the IFC Set Submission. Contractor shall make such revisions as necessary to incorporate comments, feedback and other direction provided by the Project Manager. The Project Manager shall have the right to disapprove the IFC Set Submission if the submission is inconsistent with the approved 90% Design Documents. Once approved in writing by the Project Manager, the IFC Set Submission shall be referred to as the “*IFC Set*”. Notwithstanding the design/build nature of the Agreement, Contractor shall be required to fully and faithfully implement the IFC Set unless the IFC Set is amended and such amendment to the IFC Set is approved, in writing, by the Project Manager.

3.1.11 Permit Set Submission to Code Officials. Contractor shall submit the Permit Set of documents to the Code Officials in order to obtain the necessary building permits to construct the Project. Contractor shall monitor the permit process and shall incorporate any changes or adjustments required by the Code Officials, with no change to the Guaranteed Maximum Price. Contractor shall also meet with the Project Manager to discuss any such changes for which it seeks approval. Contractor shall highlight any aspect of the design that represents a material deviation from the Permit Set documents and shall address in a narrative format the impact, if any, such deviation shall have on the Project’s aesthetics, functionality, or performance.

3.1.12 Design Changes. If unforeseen circumstances beyond the control of Contractor or changes required by the City make it necessary to amend any of the approved IFC Set documents, Contractor shall prepare an amendment to the IFC Set and shall submit such amendment to the Project Manager for review and, if acceptable to the Project Manager, the Project Manager shall provide approval in writing. In this submittal, Contractor shall highlight any aspect of the design in the IFC Set that represents a material deviation from the IFC Set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance.

3.1.13 Proceeding to Construction Implementation Phase. Contractor shall not proceed to the Construction Implementation Stage until the City has approved in writing all deliverables outlined in this subsection 3.1, and after which those deliverables may only be modified if agreed to in writing by the Parties.

3.2. CONSTRUCTION IMPLEMENTATION STAGE

The Construction Implementation Stage will begin when the IFC Set documents are approved by the Project Manager and after the City issues the Construction NTP.

3.2.1 Drawings & Specifications. All of the Work shall be constructed in strict accordance with the final IFC Set and all other Contract Documents. In the event of a conflict, the Specifications shall take precedence over the Drawings.

3.2.2 On-Site Management. Contractor shall provide on-site management and superintendence during all working hours.

3.2.2.1 Site Office. Throughout the Project, Contractor shall provide and maintain a fully-equipped construction office, to include internet access and all utilities, on the Project site with sufficient space available to accommodate up to two City representatives.

3.2.2.2 Supervision. Throughout the Project, the construction office shall be manned by personnel competent to oversee the Work at all times while construction is underway. Such personnel shall maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

3.2.3 Bi-Weekly Progress Meetings. Throughout the Project, Contractor, unless otherwise directed in writing by the Project Manager, shall conduct weekly progress meetings with the City following a Contractor generated agenda. At Contractor's sole discretion, Contractor may include key trade subcontractors and/or personnel in these bi-weekly meetings. Contractor shall draft and circulate meeting minutes within five (5) business days after each meeting.

3.2.4 Hazardous Materials. In performing any and all hazardous materials abatement, Contractor shall comply with the Contract Documents and all local, state, and federal laws. Contractor shall not commence any abatement work without an authorization from the Project Manager. Further, Contractor shall seek and obtain authorization for any abatement or remediation work in a timely manner so as not to delay the Work. If any notices to governmental authorities are required, Contractor shall also give those notices at the appropriate times.

3.2.5 Site Safety Generally. Contractor shall provide a safe and efficient Site, with controlled access. As part of this obligation, Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

3.2.5.1 Safety Barriers/Fences. As part of its responsibility for Project safety, Contractor shall install such fences and barriers sufficient to separate and reasonably shield from view the construction areas of the Site from adjacent areas.

3.2.5.2 Site Security. Contractor shall be responsible for Site security at Contractor's sole cost and expense. In addition, Contractor shall provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security; and shall lock such entrances at the close of each work day. Contractor shall, at

Contractor's expense, provide to the Project Manager keys, passcodes, or other similar protocols as may be needed to access those construction areas.

3.2.5.3 Exculpation. The right of the City to comment on Contractor's safety plan and the nature and location of the required fences and barriers shall in no way absolve Contractor from the obligation to maintain a safe Site.

3.2.6 Workhours; Coordination with the Community.

3.2.6.1 Workhours. Contractor shall comply with all applicable requirements regarding workhours generally, the City's ordinance related to noise, and other requirements that may impose limitations regarding working hours, and neither it nor its subcontractors shall undertake Work on the Site other than at the times and sound level permitted by applicable requirements and ordinances.

3.2.6.2 Parking. Contractor shall organize its Work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the Site is likely to have an adverse impact on neighborhood parking as determined by the City, Contractor shall develop a parking plan for those individuals working on the Site that is reasonably acceptable to the City. The City reserves the right to require the Contractor to utilize alternate parking plans to accommodate temporary parking needs that may arise due to the City facilities operating in the vicinity of the Project, subject to the City providing Contractor not less than seven (7) days notice of such need.

3.2.6.3 Community Outreach. Contractor shall keep the City informed of the construction activities and their potential impact on the community.

3.2.7 Quality Control Generally. Contractor shall be responsible for all activities necessary to manage, control, and document Work to ensure compliance with the Contract Documents. Contractor's responsibility includes ensuring adequate quality control services are provided by Contractor's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality of construction. In addition, during the Construction Implementation Stage, Contractor shall perform regular quality control inspections and create reports based on such inspections. These quality control reports shall be provided to the Project Manager on a monthly basis in conjunction with and in the same manner as the reports required by Section 3.2.9. The quality control reports shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship, specifically address issues raised during the month and outline the steps that are being used to address such issues. Contractor shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming Work.

3.2.8 Final Completion and Project Closeout. In addition to the Final Completion and Project closeout requirements contained elsewhere in the Contract Documents, Contractor shall be responsible for:

3.2.8.1 Eleven Month Walk. Contractor must schedule a joint inspection of the Project with the City during the eleventh (11th) month after Final Completion is achieved. During such inspection, Contractor and a representative of the City will walk the Project to identify any necessary warranty work.

3.2.8.2 Commissioning and Warranty Support for the Heating and Cooling Season. Contractor and its subcontractors shall provide commissioning support to the City for one (1) year throughout the commissioning process in accordance with the commissioning requirements of the Contract Documents. The commissioning requires training and documentation as well as seasonal performance testing. In addition to commissioning support, Contractor and its subcontractors shall perform warranty work, to include parts and labor, throughout the duration of the warranty period and for two (2) additional years after the end of that warranty period, which shall include quarterly inspections with the Project Manager present for all heating and cooling systems and related components, and all other major systems and equipment. This shall include making adjustments to the control systems to optimize the City's use and understanding of the facility.

3.2.9 Monthly Reports. Contractor shall provide written reports to the Project Manager using that mutually agreed to electronic management system, on the progress of the entire Work at least monthly from Construction NTP until Final Completion of the Project. The monthly reports shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient Work or recover delays; (ii) an updated cost analysis; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.

3.2.10 Mutual Use Electronic Management System; Record Production and Retention.

[TBD; Terms dependent on Contractor/City Discussion on the Subject Matter; need to address production, ownership, and City retention and access of electronic documentation.]

SECTION 4. COMPENSATION

4.1 Compensation. Contractor's sole compensation for the Work shall be the Design and Administrative Fees, the Construction Fees, the Contractor Fee, and the Contingency Fees, all of which in the aggregate shall not exceed the Guaranteed Maximum Price set forth in Section 11 of the Comprehensive Agreement and which shall include, to the extent actually incurred, include the following costs which shall be reimbursable at cost and without mark-up of any kind, and shall be allocated appropriately in accordance with the fee categories set forth above:

A. Payments made by Contractor to subcontractors and suppliers for Work, but only in accordance with the subcontracts and supply agreements;

B. Design fees;

C. All amounts due to Contractor for self-performed Work. If Contractor self-performs Work, Contractor must submit three quotes by potential subcontractors validating price competitiveness of Contractor's decision to self-perform. The Project Manager may, in their sole discretion, approve self-performed Work without competitive pricing submission; in such situation Contractor must submit the following documentation with applications for payment:

1. Labor. Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of Contractor while engaged in approved self-performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.

2. Incorporated Materials. The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the self-performed Work, including, without limitation, costs of transportation and handling.

3. Unincorporated Materials. The cost of materials, products, supplies and equipment not actually installed or incorporated into the self-performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to Contractor's agreement to turn unused excess materials over to the City at the completion of the Project or, at the City's option, to sell the material and pay the proceeds to the City or give the City a credit in the amount of the proceeds against the cost of the Work.

D. Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement, the Contract Documents, or has been approved in advance by the City;

E. Fees, if actually imposed on and paid by Contractor, for obtaining all applicable and required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, as well as all trade permit fees and the building permit fee;

F. All fees and other costs necessarily incurred to carry out testing and inspections required by the Contract Documents or applicable laws, or otherwise to maintain proper quality assurance, other than special inspections (the cost of which shall be paid directly by the City). The costs Contractor incurs to schedule and coordinate any additional testing and inspections the City may decide to conduct itself shall be reimbursable unless the additional testing establishes that the Work tested was defective or otherwise failed to satisfy contract requirements, in which case Contractor shall pay the costs, without reimbursement;

G. All applicable bonds to jurisdictional agencies (including, without limitation, utilities, storm water management, land disturbance, and grading); and

H. All performance and payment bonds and insurance attributable to the Project.

4.1.1 Design and Administrative Fees. The “Design and Administrative Fees” shall include all costs necessary to complete all Work necessary for the Design Confirmation Stage and the Design Implementation Phase, as well those costs mutually agreed by the City and Contractor to be administrative in nature and not reasonably allocable to Construction Fees or mutually any other compensable category.

4.1.2 Construction Fees. The “Construction Fees”, shall include all costs necessary to complete all Work necessary for the Construction Implementation Phase, which are reimbursable, and shall include, but not be limited to, the following:

A. The cost of Preconstruction and Construction Staff. The term “***Preconstruction and Construction Staff***” shall mean the Project Executive, Design Manager, Project Managers and superintendents assigned to the Project by Contractor, administrative staff assigned on a full-time basis to the Project site, and professional staff performing scheduling, cost estimating and accounting services;

B. Fringe Benefits associated with Preconstruction and Construction Staff;

C. Payroll taxes and payroll insurance associated with Preconstruction and Construction Staff;

D. Staff costs associated with obtaining permits and approvals;

E. Out-of-house consultants;

F. The field office for Contractor including, but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Implementation Stage; (iv) furniture; and (v) office supplies;

G. Office equipment including, but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; and (v) job radios;

H. Local delivery and overnight delivery costs;

I. The cost of temporary power and water necessary for construction operations and to condition the building during construction. Such costs include the cost of any

temporary construction necessary to provide such power and water during the Construction Implementation Stage; and

J. First aid facility.

4.1.3 Contractor Fee. The “Contractor Fee”, shall be an amount payable to Contractor, mutually agreed to by the Parties, and not otherwise properly paid as Design and Administrative Fees or Construction Fees. Any Contractor Fee so paid shall be billed to the City on a pro-rata basis in each Application for Payment.

4.1.4 Contingency Fees. The Guaranteed Maximum Price includes all portions of Contractor’s contingency associated with the Work, and agreed to by the City. Any use and payment of Contingency Fees shall be subject to the approval of the Project Manager, which approval shall not be unreasonably withheld; and any unused Contingency Fees shall be credited to the City, and shall constitute a reduction to the GMP.

4.1.5 Non-Reimbursable Costs. The following costs are not reimbursable, and shall not be paid by the City to the Contractor under any circumstance or for any purpose:

- A. Fees for any permits or licenses Contractor requires to conduct its general business operations;
- B. Capital expenses and interest on capital employed for the Work;
- C. The cost of home or regional offices; and
- D. Any costs incurred in performing Work of any kind before the Construction NTP is issued, unless specifically authorized by the City in writing.
- E. Costs of re-inspection, as set forth in Section 6.3(a)(iii) of the General Conditions.

4.1.6 Progress Payments. Contractor shall be paid its compensation in a series of progress payments and a Final Payment for Work completed in accordance with the Contract Documents, and for which proper applications for payment have been submitted and approved in accordance with the Contract Documents. In the event the Project Schedule has been extended, the monthly portion of the Construction Fee will be recalculated so that the then remaining unpaid portion of the Construction Fee is spread evenly over the then-remaining duration of the Implementation Phase.

SECTION 5. CONTRACTOR KEY PERSONNEL AND SUBCONTRACTORS

The following individuals and organizations shall be considered Key Personnel (whether employed by Contractor or one of its subcontractors) and subcontractors:

- A. Project Executive –
- B. Design Team/Architect of Record - GuernseyTingle

C. Lead Superintendent -
D. Project Manager-

E. Lead Structural Engineer- Speight Marshall Francis
F. Lead MEP Engineer – B2E Consulting Engineers
G. Landscape Architect – Kimley-Horn
H. Soil/ Remediation Geotechnical Engineer – GET Solutions
I. Aquatic Design Firm – Water Technologies, Inc.
J. Lead Civil Designer – Kimley-Horn
K. Envelope Consultant – TAM Consultants

Contractor will not be permitted to reassign any of the Key Personnel and subcontractors unless the Project Manager approves the proposed reassignment and the proposed replacement.

If any of the Key Personnel or subcontractors must be absent for an extended period, Contractor must provide an interim Key Personnel or Subcontractor, subject to the City's written approval. For this purpose, two (2) weeks or such shorter period as that may reasonably be expected by the City to cause a delay in the Construction Schedule shall be considered an "extended period."

Contractor must submit any request to remove or replace Key Personnel and/or subcontractors to the Project Manager at least fifteen (15) calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and their qualifications.

If any of the approved Key Personnel or subcontractors resign or is terminated, Contractor will replace those Key Personnel or subcontractor(s) with an individual with similar qualifications and experience, subject to the City's written approval.