

PROJECT MANAGEMENT AGREEMENT
5146 EDEN AVENUE

THIS PROJECT MANAGEMENT AGREEMENT (“Agreement”) is entered into on November 18, 2021 (the “Effective Date”) by and between the EDINA HOUSING AND REDEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Minnesota (“Client”), and FRAUENSHUH, INC., a Minnesota corporation (“Project Manager”).

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Client and Project Manager agree as follows:

1. Basic Agreement. Project Manager agrees to provide sufficient organization, personnel and management to perform the professional services (the “Services”) described in the Proposal attached hereto as **Exhibit A** and incorporated herein by reference (the “Proposal”) in connection with the Client’s project described therein (the “Project”).

2. Client’s Responsibilities. Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

2.1. Furnish Project Manager with all reports, studies, site characterizations, regulatory orders, plans, contract documents and similar information in its possession relating to the Project. Project Manager may rely upon Client-furnished information without independent verification in performing the Service.

2.2. Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client’s policies, and make decisions with respect to the Services.

2.3. Give prompt written notice to Project Manager whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of Services under this Agreement.

2.4. Provide Project Manager safe access to any premises necessary for Project Manager to provide the Services.

3. Compensation and Payment. Project Manager’s compensation for the Services is set forth in the Proposal. Client will also reimburse Project Manager for reimbursable expenses as set forth in the Proposal. Project Manager will prepare a monthly invoice in accordance with Project Manager’s standard invoicing practices and submit the invoice to Client. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Project Manager for Services and expenses within thirty (30) days after date of Project Manager’s invoice, the amounts due and outstanding will accrue interest until paid at the rate of the lesser of 1.25% per month after the thirtieth (30th) day, or the highest, non-usurious rate permitted by law. Project Manager may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. Client shall pay Project Manager’s attorney’s fees and costs of collection in the event of its default hereunder.

4. Excluded Services. Project Manager will not execute any design, construction or other contract. Any advice given by Project Manager with respect to forms of agreements, terms and conditions will not constitute or be in lieu of legal advice. Client will be responsible to review or have its legal counsel review the terms of all such contracts before execution. The general contractor, trade contractors, architects, engineers, and other licensed professionals selected for the Project are solely responsible for the design and construction of the Project in accordance with their respective contracts. Project Manager will bear no responsibility for their errors, omissions or acts of negligence. Project Manager shall serve as Client's professional representative for the Project and may make recommendations to Client concerning action relating to Client's architects, engineers, contractors or trade contractors; however, Project Manager specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors. In addition, Project Manager specifically disclaims any authority or responsibility for general job site safety and safety of persons.

5. Standard of Care. Services shall be performed in accordance with the professional standards relating to the management of the design, development and construction of projects similar to the Project in the Minneapolis / St. Paul metropolitan area. Professional services are not subject to, and Project Manager cannot provide, any warranty or guarantee, either express or implied.

6. Project Document Sharing and Access. Project Manager will have and maintain access to all Project documents, plans, drawings, reports and contract documents via the appropriate file sharing portals and/or platform(s) established by Project Manager and Client. All information, files, records, memoranda and other data of Client which Client provides to Project Manager ("Client Information") shall be deemed by the parties to be the property of Client. Client may authorize the Project Manager to disclose the Client information to third parties in connection with the performance of its duties hereunder if the data is classified as public, or is otherwise authorized, under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Client and Project Manager must comply with the Act as it applies to (1) all data provided by and to Client or Project Manager pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Client or Project Manager pursuant to this Agreement. Project Manager acknowledges it is subject to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity, in the event it fails to comply with the foregoing sentence. In the event Developer or Authority receives a request to release data, each party must immediately notify the other. Upon Project Manager's request, Client will give Project Manager instructions concerning the classification and use of data and Client will give Project Manager instructions concerning the release of data to a requesting party before the data is released. Client will reimburse Project Manager for the costs of responding to a requesting party's request for release of data subject to the Act to the extent Client is entitled to reimbursement of costs under the Act. Client agrees to defend, indemnify, and hold Project Manager, its officers, agents, and employees harmless from any claims resulting from (y) Client's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of data protected by the Act and (z) the classification, use and/or release of data subject to the Act by Project Manager, its officers, agents, and employees, in compliance with Client's instructions regarding such classification, use and/or release. Subject to the foregoing, Project Manager agrees to defend, indemnify, and hold the Client, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from unlawful disclosure and/or use of protected data by Project Manager, its officers, agents, and employees. The terms of this Section shall survive the cancellation or termination of this Agreement.

7.

8. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Subject to the provisions of this Section 8, Client will pay Project Manager any unpaid expenses reimbursable under this Agreement and any fees due under this Agreement due and owing as of the date of termination. If Project Manager's compensation is based on phases of the Project or Services completed, Project Manager's compensation will be prorated based on the percentage of the applicable phase completed as of the date of termination. If Project Manager's compensation is a flat monthly fee, then Project Manager's compensation will be prorated on a calendar day basis. Upon termination under this provision, to the extent there is no fault of the Project Manager, the Project Manager shall be paid for services rendered and reimbursable expenses until the effective date of termination. If, however, the City terminates the Agreement because the Project Manager has failed to perform in accordance with this Agreement, no further payment shall be made to the Project Manager, and the Client may retain another Project Manager to undertake or complete the work identified in this Agreement. Upon notice of the termination, the Project Manager shall provide all documents, records, reports, forms, photos, logs, drawings, correspondence, schedules, etc. related to the Project to the Client within thirty (30) days in standard file formats (e.g. .docx, .xls, .JPG, .PDF, etc.).

9. Evaluations of Probable Construction Cost and Project Schedule. Any Project schedule and evaluations of the Project budget or Project costs prepared by Project Manager, if any, are not representations or warranties of the actual time for completion or cost of the Project, but only represent Project Manager's judgment as a professional providing project management services familiar with the construction industry.

10. Insurance. Project Manager agrees that , it will at all times during the term of this Agreement keep in force the following insurance coverages and minimum policy limits:

- 1) Commercial general liability: \$1 million each occurrence; \$3,000,000 annual aggregate
- 2) Automobile liability: \$1 million combined single limit
- 3) Professional liability: \$1 million; \$5,000,000 annual aggregate
- 4) Workers' compensation as required by Minnesota Statute. The Project Manager shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

The required coverage may be met by use of umbrella/excess insurance. The Client shall be named as an additional insured on the general liability and any umbrella policies on a primary and noncontributory basis.

The Project Manager will provide the Client with certificates for the above policies within sixty (60) days of execution of this Agreement and on or before January 1 each year, or the date upon which the policies expire each year, for any policies that have changed during the previous calendar year. The City shall receive timely notification if any insurance policies required under the provisions of this Agreement are no longer maintained.

11. Allocation of Risks.

11.1. To the fullest extent permitted by law, Project Manager shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Project Manager or Project Manager's officers, directors, partners, employees, and Project Manager's consultants in the performance and furnishing of Project Manager's services under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold harmless Project Manager, Project Manager's officers, directors, partners, employees, and Project Manager's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project. To the fullest extent permitted by law, Project Manager's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Project Manager and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Project Manager's negligence bears to the total negligence of Client, Project Manager, and all other negligent entities and individuals. Project Manager shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Project Manager's provision of the Services, even if Project Manager has been advised of the possibilities of such damages. In no event shall Project Manager's total liability in connection with this Agreement exceed the greater of: (i) amounts paid by Client to Project Manager under this Agreement; and (ii) insurance proceeds payable under the insurance policies to be maintained by Project Manager under this Agreement.

11.2. To the extent damages are covered by property insurance, Client and Project Manager waive all rights against each other and the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Client or Project Manager, as appropriate, shall require of contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

12. Independent Contractor. Project Manager is an independent contractor. Nothing in this Agreement is intended to create any agency, partnership, joint venture, employee-employer, or master-servant relationship between project manager and client or any employee of client. Neither Project Manager nor any agent or employee of Project Manager shall be or shall be deemed to be an agent or employee of client. Project Manager shall pay when due all required employment taxes and income tax withholding for its employees all federal and state income tax on any monies paid to Project Manager pursuant to this Agreement. Project Manager acknowledges that Project Manager and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise by Client.

13. Hazardous Materials. Project Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

14. Disputes. Client and Project Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the time period specified by applicable law. Client and Project Manager shall endeavor to resolve claims, disputes and other matters in question (“Dispute”) between them by negotiation in good faith. If negotiation fails to resolve a Dispute within thirty (30) days after receipt of notice of the Dispute, then the parties agree that any Dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. Client and Project Manager shall endeavor to resolve Disputes between them by mediation which, unless the parties mutually agree otherwise, shall be conducted in accordance with the American Arbitration Association Construction Industry Mediation Procedures in effect on the Effective Date. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Hennepin County, Minnesota. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a Dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be litigation. In the event of a claim or dispute arising out of this Agreement, the prevailing party shall be awarded reasonable attorney’s fees, including court costs and filing fees.

CLIENT AND PROJECT MANAGER HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR OTHER CLAIM BROUGHT AGAINST THE OTHER PARTY ARISING UNDER OR OTHERWISE CONNECTED WITH THIS AGREEMENT OR ANY ACTIONS OR OMISSIONS OF THE OTHER PARTY IN CONNECTION THEREWITH.

15. Choice of Law, Forum Selection, Entire Agreement, and Amendment. This Agreement shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Agreement shall be heard by a federal or state court in Hennepin County, Minnesota. For this purpose, Client specifically consents to jurisdiction in Hennepin County, Minnesota. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. This Agreement, upon execution by both parties hereto, can be amended only by a written amendment, addendum or other instrument signed by both parties.

16. Representations for Promotional Use. Project Manager shall have the right to include photographic or artistic representations of the design of the Project among Project Manager’s promotional and professional materials. Project Manager shall be given reasonable access to the completed Project to obtain such representations.

17. Assignment. Neither Client nor Project Manager shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to an institutional lender providing financing for the Project. If Client requests Project Manager to execute consents reasonably required to facilitate assignment to a lender, Project Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to Project Manager for review at least ten (10) days prior to execution.

18. No Waiver. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

19. No Third-Party Beneficiary. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

20. Severability. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

21. Authority. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

22. Audit Disclosure/Confidentiality/Records Access. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Project Manager agrees that the Client, the State Auditor or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any records which are pertinent to the Project and involve transactions relating to this Agreement for the term of this Agreement and for a period of three (3) years after the final payment and all other pending matters related to this Agreement are closed. For purposes of this Agreement Project Manager's "records" means any and all information, materials, drawings, reports, data of every kind and character, whether hard copy or in electronic form, which may, in Client's judgment, have any bearing on or pertain to this Agreement including without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, logs, daily diaries, written policies and procedures, time sheets, payroll registers and records, cancelled payroll checks, sub-contractor files (including proposals, bid recaps), original estimates, estimating worksheets, correspondence, change order files, invoices and supporting documentation of invoices and related payment documentation, general ledgers, records, detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers and memoranda. If an audit discloses overpricing and overcharges, Project Manager shall promptly refund the overpayment. Any reports, drawings, information, data, etc. given to, or prepared or assembled by, the Project Manager shall not be made available to any individual or organization without Client's prior written approval. All finished or unfinished documents, data, drawings, and reports prepared and/or retained by Project Manager in relation to services rendered to Client shall become the property of Client upon termination of this Agreement, but the Project Manager may retain copies of such documents as records of the services provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the Effective Date.

CLIENT:
Edina Housing and Redevelopment Authority

PROJECT MANAGER:
Frauenshuh, Inc.

By: _____

James Hovland, Chair

By: _____

Name: _____
(PRINT/TYPE)

Title: _____

By: _____

James Pierce, Secretary

Exhibit A

PROJECT MANAGEMENT SERVICES PROPOSAL

CLIENT NAME	Edina Housing and Redevelopment Authority
PROJECT NAME	Grandview Land Development
PROJECT TYPE	Land development of area depicted and described on attached <u>Land Development Planning Scope</u> attached hereto.
PROJECT LOCATION	5146 Eden Avenue, Edina, MN
PROJECT DESCRIPTION	Land development of separate to-be-created development parcels: Parcel 1 – Grandview Yard – a public green space Parcel 2 – Development Parcel for restaurant/dining/hospitality use Parcel 3 – Development Parcel for Senior Cooperative Housing
PROJECT SCHEDULE	Planning/Predevelopment: November, 2021 - April, 2022
PROJECT DELIVERABLES	1) Assist HRA staff in preparation and submission of concept plan for Sketch Plan review by neighbors, Planning Commission and City Council 2) Assist HRA staff in preparation and submission of recommendations to Edina HRA based on private sector interest and comments received via Sketch Plan 3) Assist HRA staff in management of preliminary rezoning application in coordination with prospective private sector operators/developers
PROJECT BUDGET	To be established

SUMMARY OF SERVICES

A. Pre-Development Coordination & Schedule.

1. Needs Assessment and Pre-Program Determination: Project Manager will work with Client's representatives to define Client's land development needs for the Project. This will flow through to the recommendations for selection of Architect, Civil Engineer, General Contractor, Development Schedule, Budget and the recommended path for Zoning and Land Use Approvals.

2. Land Development Schedule Creation: Project Manager will work with Client to create an overall development schedule detailing Client's goals and critical path schedule requirements ("Development Schedule").
3. Schedule Updates: Upon completion of the initial Development Schedule, Project Manager will maintain and update the Development Schedule on a regular basis.
4. Project Meetings: Project Manager will be the project manager to coordinate, plan, and arrange for regular, periodic Project meetings with other necessary parties to maintain or obtain required approvals, entitlements and potential incentives within the Project. This scope will involve meetings that shall serve as a forum for the exchange of information concerning the Project and the review of planning, design and construction progress. Project Manager will keep Client informed concerning matters addressed at the Project meetings.

B. Budget Development, Proforma and Maintenance.

1. Budget Creation: Project Manager will work with Client to prepare an initial budget for the Project (the "Project Budget"). The Project Budget will include all hard and soft costs reasonably anticipated to be incurred in the land development process.
2. Proforma Creation: Upon completion of the initial Project Budget, Project Manager will further define the initial Project Proforma with anticipated "all-in" costs, desired Client returns, and market financing for the desired return.
3. Budget and Proforma Updates: Project Manager will regularly update the Project Budget during the Project and provide the same to Client not less frequently than once a month and more often as necessary. This includes Project Manager's market knowledge concerning trends in construction costs, financing terms and conditions, and other budget drivers.
4. Regular Budget Communication: Project Manager will copy Client on all key budget related materials and periodically seek input from Client on cost issues. Primary Project Budget oversight responsibility will rest with Client.

C. Zoning, Land Use, Platting and Subdivision Approvals.

1. Approvals Expertise: Project Manager will diligently work with appropriate governmental bodies including but not limited to the City, County, Watershed District, Met Council, and various State agencies regarding zoning changes, variances, special or conditional use permits or other authorizations that may be required with the development for the Project site and construction of the Project.
2. Creative Alternatives for Conflicting/Overlapping Regulations: Project Manager shall work with appropriate governmental bodies regarding any wetlands, watershed, ponding, road access, park dedication, subdivision, platting, environmental and other federal, state or local approvals, permits, or authorizations which may be required for development and construction of the Project. Project Manager

will work with the appropriate parties to negotiate and examine alternative options to obtain such approvals within the time periods specified in the approved Development Schedule.

3. Utilities Coordination and Negotiations: Project Manager shall work with the appropriate governmental bodies regarding sewer, water and other municipal services and utilities that may be required for development and construction of the Project. Project Manager will work with the appropriate parties to examine proposed fees and surety requirements and negotiate fees if necessary, in the event that they are not in-line with market or past experience in order to obtain all necessary approvals and permits that may be required for such municipal services and utilities for the Project.
4. Meetings and Public Hearings: Project Manager's work under this section shall include attendance at public hearings and meetings as may be appropriate in securing the necessary permits, approvals and authorizations discussed above.

D. Design Process.

1. Design Selection Coordination: Project Manager will use its experience in the industry with various architecture firms to provide recommendations for firms to consider for the Project. If desired, Project Manager will then prepare and send an RFQ to qualified architectural and engineering firms for a response and interview.
2. Design Terms Negotiations: Project Manager will assist with the selection and will coordinate the negotiation of the business terms of the architectural contract for final approval by Client ensuring the appropriate scope and fees are included and do not overlap or have gaps with other vendors. Client will be responsible for its own legal fees in preparing, negotiating and reviewing the contract.
3. Civil Engineering Selection Coordination: Project Manager will use its experience in the industry with various civil engineering firms to provide recommendations for firms to consider for the scope of the Project. If desired, Project Manager will then prepare and send an RFQ to qualified firms for a response and interview.
4. Design Control: Project Manager will advise the architect and engineer of the Project Budget and will consult with the architect and engineer during the design process to maintain a design that is consistent with the Project Budget. Project Manager will coordinate and record all design decisions. This includes working with the architect and engineer and contractor to provide value-engineering services during the design, bid and construction process.
5. Schedule Control: Project Manager will monitor the Project Schedule throughout the design process and will consult with the architect and engineer to maintain compliance with the Project Schedule.
6. Vendor Coordination and Control: Project Manager will consult with the architect and engineer to coordinate the work of the architect, engineer and Client's vendors such as equipment and furniture contractors.

7. Design Consistency: Project Manager will monitor the design team to coordinate consistency and compatibility.
8. Design Problem Prevention and Mitigation: Project Manager will work to identify items before they become issues and also continue to “trouble shoot” the design process with internal resources including construction management, property management and internal building engineers.

ADDITIONAL SERVICES: Project Manager shall only proceed with Tasks E, F and G (individually or collectively) upon authorization from the Client.

E. Project Development and Engagement of Client’s Vendors.

1. Contractor Identification and Preparation for Competitive Bidding: Project Manager will provide recommendations for contractors based on the scope of the Project. If requested, Project Manager will prepare and send an RFQ to qualified contractors for a response and interview. Project Manager will assist Client in its preparation of competitive bidding documents in accordance with applicable Minnesota Statutes for municipal work.
2. Contractor Contract Business Terms: Project Manager will assist Client in its preparation of final contracts for the scope of work for final approval by Client. Client will be responsible, at its cost, for obtaining legal assistance in preparing, negotiating and reviewing the contract.
3. Plan Review: Project Manager will assist the potential Contractors with plan review to ensure bid consistency with Client expectations.
4. Bidding Oversight and Review: Project Manager will oversee the construction bidding process. Project Manager will participate in the selection of the trade contractors, as necessary.
5. Construction Oversight Planning: Project Manager will develop and implement a written plan approved by Client to observe, at appropriate intervals, the quality and timeliness of the construction process. Project Manager will not, however, be responsible for the performance of the Contractor or any trade contractors or subcontractors.
6. Construction Meeting Oversight: Project Manager, as needed, will schedule and coordinate job meetings, with Client, the architect, the engineer, the Contractor and necessary trade contractors, to discuss procedures, progress problems, scheduling and any other subjects which may impact the completion of the Project.
7. Client Consultant Coordination: Project Manager will consult with the Contractor to coordinate the work of the trade contractors and Client’s consultants and vendors.

8. Budget, Schedule and Quality Monitoring: Project Manager will coordinate the work of the Contractor with the activities and responsibilities of Client and the architect with the objective that the Project be completed in accordance with Client's objectives for budget, schedule and quality.
9. Special Inspections and Testing Selection: Project Manager will assist Client in selecting and retaining the professional services of special consultants and testing laboratories and coordinating their services. Project Manager will negotiate the business terms of such contracts on behalf of Client based on Project Manager's experience in the market to ensure Client is not overcharged or does not miss special inspections or testing that result in future unnecessary risks.
10. Special Inspections and Testing Oversight: Project Manager will review the special inspections and testing reports to determine any deficiencies and, if needed, work to mitigate with the Client, Contractor or other vendors.

F. Draw Requests and Change Order Requests.

1. Process Implementation: Project Manager will develop and implement procedures with Client for the review and processing of applications by the Contractor and trade contractors for progress and final payments
2. Oversight and Recommendation for Payment: Project Manager will review the pay applications following Contractor and architect certification for general consistency with work completed and market norms for payment.
3. Draw Request Coordination: Project Manager will prepare and deliver to Client a monthly draw request, which will provide an overview of construction and other activities relevant to the Project, for the month prior to delivery.
4. Vendor Fee Review: Project Manager will review architectural and engineering fee requests and recommend approval or disapproval to Client of all requests for payment by the architect or engineer.
5. Change Request Management: Project Manager will review and evaluate all requests for changes and make recommendations to Client with respect to all change order proposals. No change order shall be independently approved by Project Manager, and Project Manager shall require that any requested change order approved by Client shall be executed by Client. Project Manager's recommendations will enable Client to make choices based on full information with a market expert advising on the norms.
6. Governmental Sureties and Escrow Management: Project Manager will review governmental and sureties' requirements, and timelines for satisfaction.

G. Punch List Process and Project Completion.

Project Manager will coordinate a walk-through of the Project with the architect and contractor to develop a punch list of all work to be completed by the trade contractors, suppliers and vendors. Project Manager will monitor completion of punch list items.

COMPENSATION

For Project Management services, as outlined above:

Sections A – D: Compensation for services shall be a flat monthly fee of \$6,850 per month for the months of November 2021 through April of 2022.

Sections E – G: Compensation for additional services shall be a continued flat monthly fee or a fixed percentage of the cost and duration of the land development work, to be determined and mutually agreed upon by Client and Project Manager.

Any Additional Services requested by Client would require an additional fee to be determined based on duration and scope of the Additional Services.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services, and include actual expenses incurred by Project Manager in the interest of the Project including, but not limited to: mileage, airfare, lodging, parking, messengers and deliveries, out-of-office printing or photocopying, photographs, etc.

Actual reimbursable expenses will not exceed \$300.00 per month without prior written approval by the Client.

Land Development Planning Scope

1. Establish rough grading and site retention plan to receive anticipated finished site grades
2. Establish scope of sanitary sewer and water utility service to each individual parcel
3. Establish at grade access points to the parcels from existing street(s)
4. Establish conceptual lot subdivision boundaries
5. Establish conceptual stormwater management plan (shared or independent) for the parcels

Scoping, planning and cost estimating for environmental remediation work associated with the Site, if any, for the future potential use is not included in this Scope.

