

## SCOPE OF SERVICES

### Scope of Work:

Consultant shall provide a project manager to lead the project through design and bidding of the work. Construction management is not included in this agreement but may be added at a later date. The Project manager shall strive to deliver the project on time, on budget, with a high level of quality. A preliminary schedule is attached to this agreement. The total budget for the project is \$33M. Delaying or phasing some of the park improvements may be necessary to achieve this budget unless outside grants are obtained.

The scope includes, but is not limited to, such tasks as:

1. Writing and administrating contracts with consultants including architects, engineers, testing labs, and surveyors.
2. Writing staff reports to City Council seeking approval of contracts or acceptance of work.
3. Applying for and managing grants.
4. Managing the project budget and tracking expenses.
5. Managing the project schedule.
6. Leading a project team composed of maintenance and end user staff and facilitating project team meetings.
7. Reviewing the design with the project team, building consensus and obtaining direction.
8. Communicating the direction of the project team to consultants and reviewing the work done by consultants to ensure completeness and conformance with the direction given by the project team.
9. Arranging and leading public meetings, including taking notes and following up with interested persons.
10. Creating a project website and using the website to keep the community informed of the project status and timeline.
11. Applying for permits and utility services necessary for the work.
12. Coordinating utility and consultant designs to achieve the best possible project.
13. Reviewing and approving construction documents and managing the bid process.
14. Perform asbestos and lead based paint sampling and abatement oversight of the existing buildings.
15. Assist with Contractor prequalification, bidding, award, and contract execution.

Construction Cost Estimates, when provided, will be based on standard industry practice, professional experience and knowledge of market conditions. Consultant has no control over material and labor costs, contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Consultant does not guarantee that bids received will not vary from the cost estimate provided.

At no cost to the City, and subject to Internal Revenue Code 179D Deduction for Energy Efficient Commercial Buildings, City agrees to allocate any applicable tax deductions for this project to Consultant as may be relevant to "public entity" projects. Consultant shall, to the extent necessary, obtain any and all certifications as required by 26 U.S.C. section 179D and provide records to City if requested.

City shall pay for items outside of the scope of work, including:

1. Costs for all permits required for the project; all permitting fees, assessments, easements, school fees, and other agency or governmental fees or costs to support the design and construction the project.
2. Costs for surveying, construction staking, environmental and hazardous materials surveys, and all remediation.
3. Software licenses or user fees for specific project management software being required by either the City or their contractor(s), other than Submittal Exchange Software.
4. Independent or third-party testing companies such as Roofing, Peer Reviews, LEED, or other specialized third-party oversight services other than those listed herein.

The project executive listed in Exhibit B shall be the primary point of contact for the City. Except for situations beyond consultant's control, the primary executive shall not be changed without written authorization and consent of the City.