



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-233**

1. Agenda Item Number: 30
2. Council Meeting Date:
April 10, 2008

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: April 1, 2008
4. Requesting Department: City Manager

5. SUBJECT: Award a consultant services contract to Abacus Project Management, Inc. for City Hall Construction Management Services, Project No. GG0502-451, in an amount not to exceed \$1,376,321.

6. RECOMMENDATION: Staff recommends that Council award a consultant services contract to Abacus Project Management, Inc. for City Hall Construction Management Services, Project No. GG0502-451, in an amount not to exceed \$1,376,321.

7. BACKGROUND/DISCUSSION: The City moved into the Chandler Office Center in the fall of 1998. The City is leasing approximately 38,000 square feet in the building for twelve years, and in 2010, the City's current lease will expire. The City Hall will total approximately 120,000 square feet and is planned to be available by the time the City moves out of the Chandler Office Center.

The departments that are planned to move into the new City Hall include Mayor and Council, City Manager, City Clerk, City Attorney, CAPA (Administrative Services, Public Affairs, Video), Community Services, Council Chambers, Economic Development, Human Resources, Management Services (Accounting, Administration, Budget, Environmental Services, Purchasing, Risk Management, Tax & Utility Licensing) and Neighborhood Resources.

The City has also determined the City Hall should be an environmentally friendly building design, with design standards to achieve a gold certification level within the Leadership in Energy and Environmental Design (LEED)-NC Version 2.2 Green Building Rating System. Some of the elements that could be included in the new City Hall are sustainability issues such as construction activity pollution prevention, bicycle storage and changing rooms for employees, parking preferences for fuel efficient vehicles, shading, stormwater design, water efficiency plans, energy efficient HVAC systems, and use of materials that reduce indoor air contaminants.

Due to the importance of this project, City Staff recommended hiring a consultant to serve as the City's representative during the design and construction of the City Hall. The Construction Management Services consultant will participate in the CM@Risk process as the owner's representative, attend design meetings, coordinate city staff reviews, facilitate design-sensitive issues, and coordinate on-site and off-site construction requirements. They will coordinate CM@Risk scope items, make sure the site is prepared for construction, resolve utility coordination issues and assist with utility relocations. The consultant will also monitor construction progress and reporting, provide cost estimating services, resolve issues, minimize delays and costs, coordinate inspections, facilitate shop drawing reviews and requests for information between the contractor and architect, and coordinate punch list and close out and other responsibilities necessary to facilitate the successful construction of this project.

The architects anticipate completing design in approximately 12 months. It is anticipated that construction will start the beginning of 2009. This should allow for the construction to be complete prior to the end of the City's lease at the Chandler Office Center in December 2010.

8. EVALUATION: The consultant selection process was conducted in accordance with established City policies and procedures. Staff solicited and received statements of qualifications from nine (9) interested project management firms, for City Hall Construction Management Services, on January 3, 2008. Discussions with four qualified firms were held, and Abacus Project Management, Inc. was selected for recommendation of contract award.

The selection committee included the following members:

- Marian Norris, Assistant to the City Manager
- Joshua Plumb, Engineering Project Manager
- Ray Buglion, PE, Senior Engineer
- Mickey Ohland, Park Development & Operations Manager
- Kris Kircher, Parks & Grounds Maintenance Manager
- Tom Carlson, Assistant Fire Chief
- Dave Olney, Chandler Resident

The selection committee made the following ranking:

1. Abacus Project Management, Inc.
2. Gilbane Building Co.
3. Kitchell CEM, Inc.
4. PinnacleOne, Inc.

9. FINANCIAL IMPLICATIONS:

Cost: \$1,376,321
 Savings: N/A
 Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
101.1290.0000.6210.8GG075	General fund	City Hall	FY07/08	\$1,376,321

10. PROPOSED MOTION: Move that Council award a consultant services contract to Abacus Project Management, Inc. for City Hall Construction Management Services, Project No. GG0502-451, in an amount not to exceed \$1,376,321, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Location Map, Contract

APPROVALS

11. Requesting Department

Marian Norris

Marian Norris, Assistant to the City Manager

13. Department Head

Rich Dlugas

Rich Dlugas, Assistant City Manager

12. City Engineer

Sheina Hughes

Sheina Hughes, Assistant Public Works Director/City Engineer

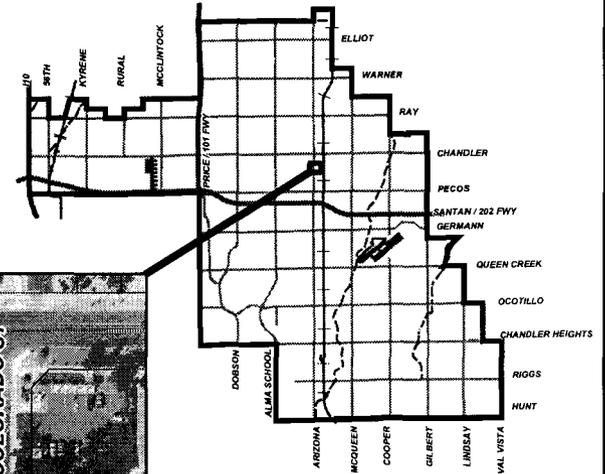
14. City Manager

W. Mark Pentz

W. Mark Pentz



CITY HALL CONSTRUCTION MANAGEMENT SERVICES PROJECT NO. GG0502-451



MEMO NO. CA08-233

 CITY HALL SITE



CONSULTANT SERVICES CONTRACT

PROJECT TITLE: City Hall Construction Management Services
PROJECT NO: GG0502-451

This contract is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and Abacus Project Management, Inc., an Arizona Corporation, hereinafter called CONSULTANT.

WHEREAS, CONSULTANT represents CONSULTANT has the expertise and is qualified to perform the services described in this agreement; and

WHEREAS, the Mayor and City Council/City Manager of the City of Chandler are authorized and empowered by the provisions of the City Charter to execute contracts for Professional Services;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and CONSULTANT, as follows:

1. DESCRIPTION OF PROJECT

CONSULTANT shall serve as the owner representative during the design and construction of the new City Hall. The City Hall, located at Arizona Avenue and Chicago Street will total approximately 120,000 square feet, and include a 600-stall parking garage. Design is scheduled to begin in 2007, with construction starting in fiscal year 2008-09, and the building completed in 2010.

2. DEFINITIONS:

The CITY's General Conditions for Construction apply to this contract and take priority over any conflicting provisions between the Contract and the General Conditions. Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. CONSULTANT is the Project Designer as defined in said General Conditions.

3. SCOPE OF WORK

CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

4. PAYMENT SCHEDULE

For services described in paragraph 3 of this Agreement, the CITY shall pay CONSULTANT a fee based on the fee schedule attached hereto and made a part hereof by reference Exhibit B not to exceed the sum **One Million Three Hundred Seventy Six Thousand Three Hundred Twenty One** dollars (\$1,376,321). Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included: a clear, detailed invoice reflecting items being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates will be included in the monthly progress payment requests.

5. PERIOD OF SERVICE

CONSULTANT shall complete all services described in paragraph 3 within **Nine Hundred Ninety Days (990)** calendar days after "Notice to Proceed" is issued by the CITY. In the event delays are experienced beyond the control of CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and CONSULTANT.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by CONSULTANT are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost CONSULTANT prepares.

7. APPROVALS

All work shall be subject to the approval by the City Engineer.

CONSULTANT agrees to exercise the skill and care which would be exercised by comparable professional construction managers performing similar services at the time and in the locality such services are performed. If the failure to meet these standards results in faulty work, CONSULTANT shall undertake at its own expense, the corrective adjustments or modifications.

8. REPORTING

Written monthly reports, along with updated work schedules, will be made by CONSULTANT in the format prescribed by the CITY. These reports will be delivered to the CITY per schedule. When requested by the CITY, CONSULTANT will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

9. STANDARDS OF PERFORMANCE:

A. This contract has been awarded to CONSULTANT based on their proposal that those personnel and consultants listed in Exhibit A attached hereto will perform the portions of the work listed on said Exhibit A. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

B. Correction of Mistakes: CONSULTANT shall be responsible for the completeness and accuracy of the work prepared or compiled under CONSULTANT's obligation for this project and shall correct, at CONSULTANT's expense, all errors or omissions therein which may be disclosed. The fact that CITY has reviewed or approved CONSULTANT's work shall in no way relieve CONSULTANT of any of its responsibilities.

10. INDEMNIFICATION

(a) For Professional Liability:

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature related to, arising out of, or alleged to have resulted from the errors, mistakes or omissions relating to professional services by CONSULTANT, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose errors, mistakes or omissions CONSULTANT may be legally liable. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC (other than CONSULTANT, its

employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

(b) For all Other Liabilities, Hazards and Exposures:

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from the actions of CONSULTANT and alleged to have been caused in whole or in part by any act or omission of CONSULTANT, anyone directly or indirectly employed by them or anyone for whose acts CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CONSULTANT, its agents, employees or representatives to fulfill CONSULTANT's obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than CONSULTANT, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

(c) Consequential Damages:

The parties intend that damages and/or costs and all other terms implying an amount tied to liability shall include consequential damages and loss of productivity limited to the total value of this contract in dollars as payable by the City of Chandler or twice the amount of aggregate insurance required by this Contract, whichever is greater.

(d) Insurance does not limit liability:

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

11. INSURANCE REQUIREMENTS:

- A** CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B** With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D** If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
- E** All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- F CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee. Professional Liability Policy has a \$100,000 SIR, which is approved by Risk Management.
- I Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
- J In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

11.2 Proof of Insurance - Certificates of Insurance

- A Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

11.3 Required Coverage

Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- D Claims for damages insured by usual personal injury liability coverage;
- E Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G Claims for bodily injury or property damage arising out of completed operations;
- H Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- I Claims for injury or damages in connection with one's professional services;
- J Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

11.3.1 Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

11.3.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily

Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

11.3.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

11.3.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

11.3.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

12. AMENDMENTS

Whenever a change in the scope of work contemplated in this Contract is determined to be necessary, the work will be performed in accordance with the Contract provided, however, that BEFORE such work is started, a Contract Amendment shall be executed by the CITY and CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by CONSULTANT will be allowed by the CITY except as provided herein, nor shall CONSULTANT do any work not covered by this Contract unless such work is authorized through an executed amendment.

13. TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to CONSULTANT specifying the termination date. Immediately after receiving such notice, CONSULTANT shall discontinue advancing the work under this Contract and shall deliver to the CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by the CITY.

CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of CONSULTANT(S) fee described in this Contract under paragraph 3 and shall be in the amount to be agreed mutually by CONSULTANT and the CITY. The CITY shall make this final payment within sixty (60) days after CONSULTANT has delivered the last of the partially completed items.

14. TERMINATION WITH CAUSE

This Agreement may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY);
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement.

15. OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, the CITY. CONSULTANT shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by him.

16. RE- USE OF DOCUMENTS

The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

17. NO KICK-BACK CERTIFICATION

CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the CONSULTANTING firm.

For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

18. CONFLICT OF INTEREST

CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution, without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. CONTROLLING LAW

The law of the state of Arizona shall govern this Contract.

20. NO ASSIGNMENT

CONSULTANT shall not assign, transfer, convey or subcontract this contract or the services to be rendered pursuant thereto without the prior written consent of CITY.

21. NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2008.

CITY OF CHANDLER

CONSULTANT:

MAYOR Date

By: Jeff A. Turner
Title: JEFF A. TURNER, PRINCIPAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
Abacus Project Management, Inc.
3030 N. Central Ave., Suite 1207
Phoenix, AZ 85012
Phone: (602) 324-7760 265-6870
FAX: (602) 924-7768 265-9360

ATTEST:

City Clerk

ATTEST: If Corporation
Jeff A. Turner
Secretary

APPROVED AS TO FORM:

City Attorney by: [Signature] SEAL

**EXHIBIT A
SCOPE OF WORK**

CONSULTANT shall assist the City through the Pre-Construction and Construction Phases of the City Hall project. CONSULTANT shall provide the following services through the final completion of the project:

I. PRE-CONSTRUCTION PHASE

Selection of a Design Consultant

1.1 This Phase has already been completed. SmithGroup is the selected Architectural firm.

Selection of a Construction Manager at-Risk (CM@R)

Note - This Phase is currently underway. CONSULTANT shall serve as a participant on the CM@R Selection Committee in a non-voting capacity.

- 1.2 Review submittals received from interested CM@R firms
- 1.3 Participate in a short-listing meeting with other Selection Committee members
- 1.4 If requested, assist the City with reference checks on the short-listed firms
- 1.5 Participate in the interviewing of the short-listed CM@R firms. Immediately following the interviews, participate in a meeting to discuss and rank the Proposals submitted. Reach consensus on the ranking of the firms; first, second, third, etc.
- 1.6 Assist the City with negotiating the Pre-Construction Phase Services and fee with the successful CM@R.
- 1.7 As required, assist the City with the preparation and review of a Pre-Construction Phase Services contract for approval and execution by the City
- 1.8 Assist the City with the issuance of a Notice To Proceed to the successful CM@R (for Pre-Construction Phase services only)

Design Phase

Note – this phase includes Programming, Schematic Design, Design Development, Construction Documents and Bidding; all of which will lead up to a Guaranteed Maximum Price (GMP) with the CM@R.

- 1.9 Conduct a kick-off meeting with the City and Architect. Discuss the lines of communication, project Stakeholders and participants, project timeline, preliminary scope, budget, potential phasing/bid packages that may be required to achieve the City's desired completion dates, etc.
- 1.10 Provide a preliminary evaluation of the Project Schedule. With input from the City, Architect and ultimately CM@R, prepare a Master Schedule for review and approval with City. Update as major project requirements change or are identified. The Master Schedule will also focus on possible construction Bid Packages, i.e., site demolition/utility relocations, grading, overall building construction.
- 1.11 Provide a preliminary evaluation of the Project Budget requirements. With input from the City, Architect and ultimately CM@R, prepare a Master Budget for review and approval with City. Update as major project requirements change or are identified. The Master Budget will focus on not only the Hard Costs (\$44.5M reportedly budgeted), but also the Soft Costs associated with the project (\$68M-\$70M reportedly budgeted for ALL project costs).
- 1.12 Chair regular Design Coordination meetings with City Rep(s), CONSULTANT, Architect, key Design Subconsultants and CM@R in attendance. Document the results of such meetings. Such meetings will continue throughout the Programming, Schematic, Design Development and Construction Document phases.

- 1.13 CONSULTANT shall serve as an active participant in the remainder of the Programming Phase. Program development would be lead by the Architect and would include, but not be limited to; Departments to be located in the new facility, department square foot requirements and room requirements, adjacencies of one department to another, potential expansion areas, use of particular materials and equipment, furniture layouts, and special systems and equipment layouts. The CONSULTANT shall assist the City and Architect with obtaining proper reviews and approvals from the necessary parties.
- 1.14 Work with the City's Facilities Maintenance personnel to obtain a list of those materials and equipment that the Architect needs to include in the drawings and specifications to comply with the City's standards. CONSULTANT will obtain a copy and confirm that it is current and up-to-date and can be relied upon.
- 1.15 Schedule meetings between the Architect and the City's in-house departments and/or specialty consultants/vendors for items such as; energy management, security, IT (telephone, data), etc, which have been retained by the City. Goal is to coordinate the services of each so that the end product of each is compatible with the other.
- 1.16 Assist the City with coordinating various issues related to the entitlements of the subject site. This would include, but not be limited to; utility relocations/abandonments, easements, environmental issues, street abandonments, site demolition activities, testing, monitoring, clearances, etc.
- 1.17 Assist the City with the coordination of new utility infrastructure to serve the proposed new project. This could include the engineering of; water, sewer, electric, data/communications, gas, etc. CONSULTANT shall work with the City's designated person who has been coordinating this work to date.
- 1.18 CONSULTANT shall assist City to secure any needed surveys, laboratory tests, inspections, studies, reports, etc. Architect will be responsible to secure the soils/geotech report and surveys such as the boundary and topo.
- 1.19 Work with the City to develop criteria for any outreach efforts that may be deemed appropriate for the project. Outreach could consist of coordinating with surrounding business Citys, and/or it could consist of outreach with the M/WBE subcontracting community. The CONSULTANT shall work with City staff in preparing outreach flyers/mailers, public meetings, etc.
- 1.20 Work with City staff to develop a Project Website. CONSULTANT shall be identify one or more website developers to handle the creation of the website and the coordination of subsequent updates to the site as the project progresses through design and construction.
- 1.21 Attend any other special coordination meetings as requested by the City.
- 1.22 Work with the Architect to call and help facilitate meetings devoted to Green Building/Sustainable Design. Specifically the team would focus on various opportunities to achieve the necessary points to achieve a Gold certification by the USGBC.
- 1.23 CONSULTANT will work with the City to solicit the services of a Commissioning Agent for the project as it relates to the LEED Certification process.
- 1.24 Prepare detailed construction cost estimates at the completion of the Programming, Schematics, Design Development and Construction Document phases. CONSULTANT will review and reconcile its construction cost estimate(s) with those prepared by the CM@R. Present the results to the City once the reconciliation is completed.

- 1.25 As part of the estimating and reconciliation process, the CONSULTANT and the CM@R will explore all value engineering options at the completion of each phase of design. The CONSULTANT will also assist the Architect and CM@R with the analysis of various materials, systems and procedures that could benefit the project in terms of quality, cost and/or schedule.
- 1.26 At the completion of each design phase, review the construction documents prepared by the Architect for completeness and biddability. A red-lined set of drawings will be transmitted back to the Architect for review and incorporation in the project documents.
- 1.27 Monitor the CM@R's receipt of competitive subcontractor bids. Work with the CM@R to arrive at the best-qualified subcontractors to perform the work. Review CM@R's pre-qualification criteria for Bidder(s). Assist CM@R's efforts to develop bidder(s)' interest in the Project, and establish bidding schedules. PM shall oversee Architect's issuance of bidding documents. PM shall monitor the CM@R's efforts in conducting pre-bid conferences to familiarize bidder(s) with the bidding documents and management techniques and with any special systems, materials or methods required.
- 1.28 At the appropriate stage of design, obtain and review the Guaranteed Maximum Price (GMP) prepared by the CM@R. CONSULTANT will request that the CM@R walk the team through the bids that they received and why they recommend the subcontractor firms that they are putting forth. CONSULTANT will review and negotiate the General Conditions that the CM@R is proposing. CONSULTANT will also review the manner in which the CM@R has applied their markups related to General Conditions, Overhead & Profit, Sales Tax, Bonds & Insurance, etc. This will be an interactive process in an effort to ensure that the City is paying the CM@R no more than a fair price for the project.
- 1.29 Obtain from the CM@R his proposed Schedule of Values equaling the GMP total. If appropriate, request the CM@R to provide greater breakdown of the schedule of values to help ensure a smooth processing of the monthly application for payment.
- 1.30 Work with the City's Risk Management personnel to ensure that the proper insurance program (OCIP, CCIP) is in place and that all details have been worked out prior to commencement of construction.
- 1.31 Assist the City with the preparation of documentation required to seek City Council approvals. Attend appropriate City Council meetings when requested by the City.
- 1.32 Assist the City and project team in obtaining all building permits, variances, use permits, special permits for permanent improvements and any other required approvals.
- 1.33 Review with Architect plan review comments from the City or any other municipal agency.
- 1.34 Provide regular updates to the designated representative(s) for the City. This could be part of the weekly Design Coordination Meeting or a regularly scheduled weekly City meeting to go over key project issues.
- 1.35 Prepare a cash flow schedule to predict projected expenditure of funds for the project (both hard and soft costs).
- 1.36 Assist the City with the review of the monthly invoices from the Architect and the CM@R. Recommend for payment.
- 1.37 Ensure that all submittals have been received from the CM@R prior to finalization of their contract and issuance of notice-to-proceed.

- 1.38 Work closely with the Architect to conduct the Pre-Construction Conference. This would include preparing the Agenda, leading the meeting and documenting the results of such. Discuss lines of communication, necessary use of forms and documents, i.e., RFIs, ASIs, CCRs, PRs, COs, etc., jobsite safety, site access, laydown areas, working hours, interface with utilities, City's Engineering & Building Safety, etc.
- 1.39 Assist the City's staff with coordination activities related to a groundbreaking ceremony, as required.
- 1.40 Assist the City with the issuance of the CM@R's Notice-to-Proceed.

II. CONSTRUCTION PHASE

Note – this phase includes the Construction and Closeout/Occupancy Phases. The CONSULTANT will provide a full-time Resident Sr. Project Manager during this entire phase.

- 2.1 Verify that all building permits, special permits for permanent improvements and any other required approvals have been obtained and that City has paid applicable fees and assessments. Assist in obtaining approval from authorities having jurisdiction over the Project.
- 2.2 Provide administration, management and related services as required to coordinate the work of the Architect, CM@R, Commissioning Agent, any other specialty Consultants and Stakeholders to complete the Project in accordance with City's objectives for cost, time and quality.
- 2.3 Schedule and conduct construction and progress meetings which include the City, Architect and CM@R to discuss such matters as procedures, progress, problems and scheduling and prepare and promptly distribute minutes of such meetings.
- 2.4 Meet with City personnel and/or concerned surrounding merchants/neighbors to respond to construction concerns resulting from events occurring at the Project Site.
- 2.5 Assist with scheduling "Pre-Installation" meetings with the CM@R, key subtrades and key City staff to work out installation details, expectations, quality control standards, etc.
- 2.6 Obtain regular updates of the CM@R's detailed construction schedule. Review schedule to ensure their progress is tracking to meet the milestone and overall completion dates. If they show to be falling behind schedule, request a recovery plan from the CM@R. At each week's Jobsite Coordination Meeting, request and review a copy of the CM@R's 3-week "look-ahead" schedule.
- 2.7 Monitor, as required, construction activities for quality assurance. Attend periodic meetings held by the CM@R's designated QA/QC person as they meet with the project's subcontractors to address QA/QC issues observed in the field.
- 2.8 Monitor the CM@R's and Architect's coordination of all inspections.
- 2.9 Material Testing – City has an in-house lab and personnel to do all types of materials testing. CONSULTANT will work closely with the City's team to coordinate the delivery of services. Should the City elect to outsource any of the testing to a 3rd party, the CONSULTANT will also coordinate with them. Special Inspections will be coordinated through the Architect as Additional Services, or through other consultants, which the CONSULTANT shall help to identify and coordinate.
- 2.10 Review the results of all soils/materials testing to ensure compliance to the project specifications. In the event of a deficiency, monitor the CM@R's correction of same.

- 2.11 Review with Architect product and vendor(s) substitutions. Communicate such issues with the City to seek their approval of same.
- 2.12 Respond to and authorize solutions to unforeseen conditions that occur, subject to City's approval.
- 2.13 Provide periodic construction updates to the designated City Representative as well as other key Stakeholders at the appropriate intervals.
- 2.14 CONSULTANT's Resident Project Manager will make himself available to conduct scheduled jobsite tours with various City Representatives, facility users, etc. Such tours will be strongly encouraged during certain stages of construction to ensure that appropriate City personnel are able to observe the progress of construction and comment accordingly. This would especially pertain to the City's Facilities Maintenance staff, IT personnel, etc.
- 2.15 Recommend course of action to City if and when requirements of the Contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action.
- 2.16 Revise and refine the overall Project Budget incorporating approved changes as they occur, and develop cash flow reports and forecasts as needed.
- 2.17 Recommend any necessary or desirable changes in the Project to Architect and City, review requests for information, change orders, and all other changes, assist in negotiating CM@R's proposals and requests, submit recommendations to Architect and City, and, if approved, prepare change orders for approval by the CONSULTANT, Architect and City.
- 2.18 Recommend to City the rejection of work which does not conform to the Contract documents.
- 2.19 Develop and implement procedures for the review and processing of Pay Applications by CM@R for progress and final payments.
- 2.20 Review the safety programs developed by Contractor as required by the Contract and inform City of any inadequacies. **Note – CM@R will remain totally responsible for jobsite safety, not the CONSULTANT.**
- 2.21 Consult with Architect and City if CM@R requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions which may arise. **Note – Architect will typically remain the interpreter of his documents; not the CONSULTANT or the City.**
- 2.22 Coordinate Architect's review of all shop drawings, product data, samples and other submittals of CM@R. In collaboration with Architect, establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals. As part of this process the CONSULTANT will help to ensure that appropriate City personnel (i.e., Facilities Maintenance) are also involved with the review and approval of various submittals.
- 2.23 Record the progress of the Project and submit written progress reports to City and Architect. Progress reports will include information on CM@R and CM@R's work, showing percentages of completion and the number and amounts of change orders. Based upon periodic site visits, keep a log containing a record of weather, CM@R's work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as City may require and make the log available to City and Architect.

- 2.24 Monitor the CM@R's maintenance at the Project site, on a current basis, the following: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; applicable handbooks; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the Contract or Work. Maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to City and Architect and, at the completion of the Project, shall deliver all such records to City.
- 2.25 Arrange for delivery, storage, protection and security, at City's expense, of City-purchased materials, systems and equipment which are part of the Project, until such items are incorporated into the Project.
- 2.26 With Architect, Engineers, Commissioning Agent and City's maintenance personnel, observe Contractor's checkout of utilities, operational systems and equipment for readiness and initial start-up, testing and training.

Closeout

- 2.27 When the CONSULTANT considers the CM@R's work or a designated portion thereof substantially complete, CONSULTANT will request a formal walkthrough with the Architect, CM@R, Commissioning Agent and designated City personnel present. Architect will prepare a list of incomplete or unsatisfactory items and a schedule for their completion will be agreed to. Times within which CM@R must correct incomplete items will be noted on the certificate of substantial completion of the Work. After Architect certifies the date of Substantial Completion of the Work, CONSULTANT will coordinate with the CM@R the correction and completion of the work.
- 2.28 Attend and assist the Architect, CM@R and City in the Final Completion walkthrough and documentation of same. Continue to work with the CM@R in the resolution of any remaining items.
- 2.29 Secure and transmit to City required guarantees, affidavits, releases, bonds and waivers, upon review and acceptance by Architect and Commissioning Agent. Coordinate delivery of all keys, manuals, record drawings and maintenance stocks to City.
- 2.30 Participate in a warranty walkthrough with CM@R, Architect and City personnel at the end of warranty period. This could also include any key subcontractors depending upon the issues involved. Document items that are outstanding and who agreed to do what.
- 2.31 Assist City personnel with coordination of building dedication ceremony, as required.

Occupancy

- 2.32 CONSULTANT will work very closely with the City on all Occupancy Planning / Move Coordination activities. CONSULTANT shall develop a plan of action to coordinate all aspects of this task. CONSULTANT shall determine what in-house capabilities the City has and then formulate a game plan to handle all other aspects of the move coordination effort. A well-developed occupancy plan accomplishes four major objectives: organization, communication, coordination and control/accountability. Services could include:
 - 2.32.1 Coordination of delivery, installation and hook-up of modular casework and other casegoods.

- 2.32.2 Inventorying of existing furniture and equipment that will be moved to the new City Hall.
- 2.32.3 Scheduling of the various departments to be moved to the new facility, i.e., developing a move sequence. Communicating the move sequence with all departments and parties involved.
- 2.32.4 Assist City in arranging for moving company to move existing furniture and equipment into new space, and/or for the delivery and installation of new furniture and equipment.
- 2.32.5 Provide on-site presence and coordination during the moves taking place.

**EXHIBIT B
FEE SCHEDULE**

Date	Project Name	Principal (Jeff)	Sr. Proj Mgr (Rick)	Sr. Proj. Mgr (Bruce)	Sr. Proj. Mgr (Adam)	Sr. Cost Est. (Larry)	Cost Estimator (George)	Electr Estimator (Doug)	MPE Estimator (George)	Move Coord.	Admin. Support (as needed)	Total Proposed Hours Per Month	Total Labor Fee Per Month
Feb 08	Programming	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Mar 08	Programming	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Apr 08	Schematic Design	43	70	6	16	50	0	0	0	0	16	201	\$29,258.00
May 08	Schematic Design	50	140	12	32	0	0	0	0	0	16	250	\$36,608.00
Jun 08	Schematic Design	50	140	12	32	100	40	24	24	0	16	438	\$62,108.00
Jul 08	Design Development	50	140	12	32	32	0	0	0	0	16	282	\$41,248.00
Aug 08	Design Development	50	150	12	32	32	0	0	0	0	16	292	\$42,698.00
Sep 08	Design Development	50	150	12	32	100	45	28	28	0	16	461	\$65,183.00
Oct 08	Construction Docs	50	150	44	32	16	0	0	0	0	16	308	\$45,018.00
Nov 08	Construction Docs	50	150	86	32	16	0	0	0	0	16	350	\$51,108.00
Dec 08	Construction Docs	50	150	86	32	100	50	30	30	0	16	544	\$77,038.00
Jan 09	Bidding / Permits	50	130	173	0	0	0	0	0	0	16	369	\$55,926.00
Feb 09	Bidding / Permits	50	130	173	0	0	0	0	0	0	16	369	\$55,926.00
Mar 09	Bidding / Permits	50	92	173	0	40	0	0	0	0	16	371	\$56,226.00
Apr 09	Construction	50	87	173	0	0	0	0	0	0	32	342	\$50,452.00
May 09	Construction	40	32	173	0	0	0	0	0	0	24	269	\$39,814.00
Jun 09	Construction	24	14	173	0	8	0	0	0	0	16	235	\$34,786.00
Jul 09	Construction	16	12	173	0	0	0	0	0	0	16	217	\$31,766.00
Aug 09	Construction	16	0	173	0	8	0	0	0	0	16	213	\$31,166.00
Sep 09	Construction	16	4	173	0	0	0	0	0	0	16	209	\$30,566.00
Oct 09	Construction	16	0	173	0	8	0	0	0	0	16	213	\$31,166.00
Nov 09	Construction	16	4	173	0	0	0	0	0	8	16	217	\$31,766.00
Dec 09	Construction	16	0	173	0	8	0	0	0	8	16	221	\$32,366.00
Jan 10	Construction	16	4	173	0	0	0	0	0	8	16	217	\$32,899.00
Feb 10	Construction	16	0	173	0	8	0	0	0	8	16	221	\$33,519.00
Mar 10	Construction	16	4	173	0	0	0	0	0	8	16	217	\$32,899.00
Apr 10	Construction	16	0	173	0	8	0	0	0	8	16	221	\$33,519.00
May 10	Construction	16	4	173	0	0	0	0	0	8	16	217	\$32,899.00
Jun 10	Construction	16	0	173	0	8	0	0	0	16	16	229	\$34,759.00
Jul 10	Construction	16	4	173	0	0	0	0	0	24	16	233	\$35,379.00
Aug 10	Construction	16	0	173	0	0	0	0	0	24	16	229	\$34,759.00
Sep 10	Closeout / Occupancy	16	4	173	0	0	0	0	0	40	16	249	\$37,859.00

Oct 10	Closeout / Occupancy	16	0	173	0	0	0	0	0	80	16	285	\$43,439.00
Nov 10	Closeout / Occupancy	16	4	173	0	0	0	0	0	80	16	289	\$44,059.00
Dec 10	Closeout / Occupancy	2	0	173	0	0	0	0	0	80	16	271	\$40,639.00
TOTAL HOURS		981	1769	4434	272	542	135	82	82	400	552	9249	
Total Hourly Rate (2008)		\$180.00	\$145.00	\$145.00	\$145.00	\$145.00	\$125.00	\$125.00	\$125.00	\$145.00	\$58.00		
Total Hourly Rate (2009)		\$190.00	\$150.00	\$150.00	\$150.00	\$150.00	\$130.00	\$130.00	\$130.00	\$150.00	\$61.00		
Total Hourly Rate (2010)		\$200.00	\$155.00	\$155.00	\$155.00	\$155.00	\$135.00	\$135.00	\$135.00	\$155.00	\$64.00		
SUB-TOTAL		\$183,740.00	\$259,270.00	\$674,070.00	\$39,440.00	\$79,190.00	\$16,875.00	\$10,250.00	\$10,250.00	\$61,920.00	\$33,816.00		\$1,368,821
SUMMARY												FEE & REIMB.	
TOTAL LABOR												\$1,368,821	
- Pre-Construction Phase (included)												Included	
- Construction Phase (included)												Included	
TOTAL REIMBURSABLES													
- Jobsite Trailer (by CMAR)												N/A	
- Jobsite computer												\$1,500	
- Jobsite printer												\$250	
- Jobsite Fax (by CMAR)												N/A	
- Jobsite copy machine (by CMAR)												N/A	
- Jobsite furniture (desk, chair, table, phone, files (by CMAR)												N/A	
- Mileage (32 months x 9 trips x 40 miles/trip x \$0.50/mile)												\$5,750	
- Postage												Included	
- Insurance												Included	
- Project Website Developer												Not Included	
GRAND TOTAL												\$1,376,321	

**EXHIBIT B-1
PAYMENT SCHEDULE**

	Date	Project Name	Total Labor Fee Per Month	Total Reimbursable Per Month	GRAND TOTAL PER MONTH
1	Feb 08	Programming	\$0.00	\$0.00	\$0.00
2	Mar 08	Programming	\$0.00	\$0.00	\$0.00
3	Apr 08	Schematic Design	\$29,258.00	\$75.00	\$29,333.00
4	May 08	Schematic Design	\$36,608.00	\$175.00	\$36,783.00
5	Jun 08	Schematic Design	\$62,108.00	\$175.00	\$62,283.00
6	Jul 08	Design Development	\$41,248.00	\$175.00	\$41,423.00
7	Aug 08	Design Development	\$42,698.00	\$175.00	\$42,873.00
8	Sep 08	Design Development	\$65,183.00	\$175.00	\$65,358.00
9	Oct 08	Construction Docs	\$45,018.00	\$175.00	\$45,193.00
10	Nov 08	Construction Docs	\$51,108.00	\$175.00	\$51,283.00
11	Dec 08	Construction Docs	\$77,038.00	\$175.00	\$77,213.00
12	Jan 09	Bidding / Permits	\$55,926.00	\$175.00	\$56,101.00
13	Feb 09	Bidding / Permits	\$55,926.00	\$175.00	\$56,101.00
14	Mar 09	Bidding / Permits	\$56,226.00	\$175.00	\$56,401.00
15	Apr 09	Construction	\$50,452.00	\$2,000.00	\$52,452.00
16	May 09	Construction	\$39,814.00	\$175.00	\$39,989.00
17	Jun 09	Construction	\$34,786.00	\$175.00	\$34,961.00
18	Jul 09	Construction	\$31,766.00	\$175.00	\$31,941.00
19	Aug 09	Construction	\$31,166.00	\$175.00	\$31,341.00
20	Sep 09	Construction	\$30,566.00	\$175.00	\$30,741.00
21	Oct 09	Construction	\$31,166.00	\$175.00	\$31,341.00
22	Nov 09	Construction	\$31,766.00	\$175.00	\$31,941.00
23	Dec 09	Construction	\$32,366.00	\$175.00	\$32,541.00
24	Jan 10	Construction	\$32,899.00	\$175.00	\$33,074.00
25	Feb 10	Construction	\$33,519.00	\$175.00	\$33,694.00
26	Mar 10	Construction	\$32,899.00	\$175.00	\$33,074.00
27	Apr 10	Construction	\$33,519.00	\$175.00	\$33,694.00
28	May 10	Construction	\$32,899.00	\$175.00	\$33,074.00
29	Jun 10	Construction	\$34,759.00	\$175.00	\$34,934.00
30	Jul 10	Construction	\$35,379.00	\$175.00	\$35,554.00
31	Aug 10	Construction	\$34,759.00	\$175.00	\$34,934.00
32	Sep 10	Closeout / Occupancy	\$37,859.00	\$175.00	\$38,034.00
33	Oct 10	Closeout / Occupancy	\$43,439.00	\$175.00	\$43,614.00
34	Nov 10	Closeout / Occupancy	\$44,059.00	\$175.00	\$44,234.00
35	Dec 10	Closeout / Occupancy	\$40,639.00	\$175.00	\$40,814.00
36	TOTAL		\$1,368,821	\$7,500	\$1,376,321