

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made by and between the Dixie School District ("DSD") and Greystone West Company, a California corporation, (PROJECT MANAGER").

The DSD and PROJECT MANAGER hereby agree as follows:

1. Description of Services:
PROJECT MANAGER agrees to provide to the DSD the professional project and construction management services set forth in Attachment A with DSD in connection with the projects identified in Attachment B in conjunction with the Dixie School District Measure C Bond Projects (individually called "Project").

2. Selection and Qualifications of PROJECT MANAGER:
PROJECT MANAGER has been selected to perform the services under this Agreement in compliance with Education Code Section 17070.98 *et seq.* PROJECT MANAGER represents that he possesses the demonstrated competence and professional qualifications to perform the services to be performed under this Agreement.

3. Contract Documents:
The contract documents consist of this Agreement for PROJECT MANAGER Services, the General Provisions, Attachments "A", "B", and "C" and the completed insurance forms.

4. Compensation:
As full compensation for all services contemplated by this Agreement, PROJECT MANAGER shall be paid as set forth in Attachment "C."

5. Term of Agreement:
This Agreement begins effective February 12, 2019, and ends upon completion of the services under the Agreement, unless terminated sooner, whether pursuant to the provisions of Section 7 of the General Provisions or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Dixie School District

Greystone West Company

By: _____
Jason L. Yamashiro

By:  _____
Todd K. Lee

Title: Superintendent

Title: President

Date: _____

Date: _____

GENERAL PROVISIONS

(AGREEMENT FOR PROJECT MANAGER SERVICES)

1. **ASSIGNMENT/DELEGATION:** Neither party shall assign or transfer any interest in this Agreement or any duty hereunder without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
2. **STATUS OF PROJECT MANAGER:** The parties intend that PROJECT MANAGER, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. PROJECT MANAGER is not to be considered an agent or employee of DSD and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DSD provides its employees.
3. **INDEMNIFICATION:**
 - (a) PROJECT MANAGER shall defend with counsel acceptable to DSD, indemnify and hold harmless to the full extent permitted by law, DSD and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with PROJECT MANAGER'S performance of the Projects or his failure to comply with any of his obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the DSD. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROJECT MANAGER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - (b) PROJECT MANAGER shall be liable to DSD for any loss or damage to DSD property arising from or in connection with PROJECT MANAGER's performance hereunder.
 - (c) The obligations set forth in this section 3 shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
4. **INSURANCE:** With respect to the performance of work under this Agreement, PROJECT MANAGER shall maintain and shall require all of its subcontractors maintain insurance as described below:
 - (a) Worker's compensation insurance, if otherwise required by law, with the statutory limits required by the Labor Code of the State of California.
 - (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form in an amount no less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate.
 - (c) Excess Liability Insurance (umbrella) shall be no less than \$2,000,000 over primary insurance.

- (d) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. This insurance shall include coverage for owned, hired, and non-owned vehicles.
- (e) Each comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - (1) DSD, its officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to DSD with respect to any insurance or self-insurance programs maintained by DSD and no insurance held or owned by DSD shall be called upon to contribute to a loss.
 - (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DSD.
- (f) Professional Liability (Errors and Omissions) Insurance for all activities of the PROJECT MANAGER arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DSD."
- (g) Documentation: The following documentation shall be submitted to the DSD:
 - (1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
 - (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - (3) Upon DSD's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DSD's request.
- (h) Policy Obligations: PROJECT MANAGER's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- (i) Material Breach: If PROJECT MANAGER, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DSD, at its sole option, may terminate this Agreement and obtain damages from the PROJECT MANAGER resulting from said breach.

Alternatively, DSD may purchase such required insurance coverage, and without further notice to PROJECT MANAGER, DSD may deduct from sums due to PROJECT MANAGER any premium costs advanced by DSD for such insurance. These remedies shall be in addition to any other remedies available to DSD.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District: Dixie School District
Dr. Jason L. Yamashiro, Superintendent
380 Nova Albion Way
San Rafael, CA 94903

PROJECT MANAGER: Greystone West Company
Todd K. Lee, President
621 W Spain Street
Sonoma CA 95476

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified," or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. **TERMINATION AND SUSPENSION:**

- (a) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, PROJECT MANAGER shall be entitled to receive payment for all services satisfactorily provided.
- (b) DSD shall also have the right in its sole discretion to terminate the Agreement for its own convenience and without cause by giving thirty (30) calendar days written notice to PROJECT MANAGER. Upon written notice from the DSD of such termination, PROJECT MANAGER shall immediately cease work under the Agreement, except such work as may be required to comply with Section 12(b) of this Agreement. The DSD shall pay the PROJECT MANAGER only the fee associated with the services satisfactorily provided since the last invoice that has been paid and up to the notice of termination, except for the fee for such work as may be required to comply with Section 12(b) of this Agreement.

- (c) Termination of the Agreement shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- (d) If, at any time, the DSD determines that any of the individual projects should be terminated, the PROJECT MANAGER, upon written notice from the DSD of such termination, shall immediately cease work on the projects so terminated, except such work as may be required to comply with Section 12(b) of this Agreement. For any such project, the DSD shall pay the PROJECT MANAGER only the fee associated with the services satisfactorily provided since the last invoice that has been paid and up to the notice of termination, except the fee for such work as may be required to comply with Section 12(b) of this Agreement. PROJECT MANAGER agrees to continue to perform all non-terminated portions of this Agreement in that case, and the Parties agree that PROJECT MANAGER'S compensation shall be adjusted accordingly.
- (e) DSD also retains the right to suspend, either for convenience or for cause, PROJECT MANAGER'S performance of services under the Agreement as to any or all of the individual projects. Upon written notice from the DSD of such suspension, shall immediately cease work on any projects so suspended. The DSD shall pay the PROJECT MANAGER only the fee associated with the services satisfactorily provided since the last invoice that has been paid and up to the notice of suspension.

8. **TRANSFER OF RIGHTS:** PROJECT MANAGER assigns to DSD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by PROJECT MANAGER in connection with the project, if any.

PROJECT MANAGER agrees to take such actions as are necessary to protect the rights assigned to DSD in this Agreement, and to refrain from taking any action which would impair those rights. PROJECT MANAGER'S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as PROJECT MANAGER may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DSD.

9. **NONDISCRIMINATION:** PROJECT MANAGER shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
10. **EXTRA (CHANGED) WORK:** Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DSD and DSD personnel are without authorization to either order extra (and/or changed) work or to waive contract requirements. Failure of the PROJECT MANAGER to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the PROJECT MANAGER thereafter shall be entitled to no compensation whatsoever for the performance of such work.
11. **CONFLICT OF INTEREST:** PROJECT MANAGER represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by

this Agreement. PROJECT MANAGER further represents that in the performance of this Agreement, no person having such interest will be employed.

12. OWNERSHIP OF WORK PRODUCT:

- (a) DSD shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by PROJECT MANAGER prior to termination of this Agreement by DSD or upon completion of the work pursuant to this Agreement.
- (b) After completion of each project, after termination by DSD of PROJECT MANAGER's services as to any project, and/or after termination of this Agreement, PROJECT MANAGER shall deliver to DSD a complete set of project records for each project on which services were provided, including without limitation all documents generated by PROJECT MANAGER, copies of all documents exchanged with or copied to or from all other project participant, and all closeout documents. Said project records for each project shall be indexed and appropriately organized for easy use by DSD personnel.
- (c) The parties understand that under this Section 12, all documentation generated by PROJECT MANAGER will be turned over to the school DSD and that PROJECT MANAGER has no patent or copyright materials and/or product any such items that require this section in the contract.

13. VENUE: In the event of a dispute regarding this Agreement, venue shall be in the DSD of Marin Superior Court and no other place.

14. PROJECT MANAGER'S WARRANTY: DSD has relied upon the professional ability and training of PROJECT MANAGER as a material inducement to enter into this Agreement. PROJECT MANAGER hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of PROJECT MANAGER's work by DSD shall not operate as a waiver or release.

15. TAXES: PROJECT MANAGER agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DSD is audited for compliance regarding any applicable taxes, PROJECT MANAGER agrees to furnish DSD with proof of payment of taxes on those earnings.

16. DUE PERFORMANCE: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

17. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Agreement.

18. **NO WAIVER OF BREACH:** The waiver by DSD of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term or promise contained in this Agreement.

19. **FINGERPRINTING.** By execution of this Agreement, the PROJECT MANAGER acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to DSD schools must be fingerprinted by the California Department of Justice for a criminal records check, unless the DSD determines that the PROJECT MANAGER and PROJECT MANAGER's employees will have limited contact with pupils. In making this determination, the DSD will consider the totality of the circumstances, including factors such as the length of time the PROJECT MANAGER and PROJECT MANAGER's employees will be on school grounds, whether pupils will be in proximity with the site where the PROJECT MANAGER and PROJECT MANAGER's employees will be working, and whether the PROJECT MANAGER and PROJECT MANAGER's employees will be alone or with others. The DSD further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) DSD Determination of Fingerprinting Requirement Application

The DSD has considered the totality of the circumstances concerning the project and has determined that the PROJECT MANAGER and PROJECT MANAGER's employees:

_____ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and Paragraph (b) below, is applicable.

X are not subject to the fingerprinting requirements of Education Code Section 45125.1 and Paragraph (c) below, is applicable.

(b) If the DSD has determined that fingerprinting is required, the PROJECT MANAGER expressly acknowledges that: (1) PROJECT MANAGER and all of PROJECT MANAGER's employees, if any, working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) PROJECT MANAGER shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) PROJECT MANAGER shall certify in writing to the Governing Board of the DSD that none of its employees who may come in contact with students has been convicted of a serious or violent felony; and (4) PROJECT MANAGER shall provide to the Governing Board of the DSD a list of names of its employees who may come in contact with students. The PROJECT MANAGER is required to fulfill these requirements at his own expense.

(c) Even if the DSD has determined that fingerprinting is not required, the PROJECT MANAGER expressly acknowledges that the following conditions shall apply to any work performed by the PROJECT MANAGER and/or PROJECT MANAGER's employees on a school site: (1) PROJECT MANAGER and PROJECT MANAGER's employees shall check in with the school office each day immediately upon arriving at

the school site; (2) PROJECT MANAGER and PROJECT MANAGER's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, PROJECT MANAGER and PROJECT MANAGER's employees shall not change locations without contacting the school office; (4) PROJECT MANAGER and PROJECT MANAGER's employees shall not use student restroom facilities; and (5) If PROJECT MANAGER and/or PROJECT MANAGER's employees find themselves alone with a student, PROJECT MANAGER and PROJECT MANAGER's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

20. **APPLICABLE LAW:** The laws of the State of California govern this Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction.
22. **REPORTS TO IRS:** The parties understand that Federal Internal Revenue regulations require the DSD to report all payments to PROJECT MANAGER for services.
23. **DVBE:** In accordance with Education Code section 17076.11, the DSD has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to DSD by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DSD. Prior to, and as a condition precedent for final payment under any contract for such Project, PROJECT MANAGER shall provide appropriate documentation to DSD identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that DSD can assess its success at meeting this goal.
24. **RETENTION of DVBE RECORDS:** PROJECT MANAGER agrees that, for all contracts subject to DVBE participation goals, the State and DSD have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. PROJECT MANAGER agrees to provide the State or DSD with any relevant information requested and shall permit the State or DSD access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. PROJECT MANAGER agrees to maintain such records for a period of three years after final payment under the contract.

Attachment A

DIXIE SCHOOL DISTRICT MEASURE C BOND PROJECTS

SCOPE OF SERVICES

Program and Design Phase Services: PROJECT MANAGER shall provide the necessary service to implement the DSD's Master Plan. The PROJECT MANAGER may be asked to perform the following scope of services.

- a. Assist the DSD with the updating the master schedule.
- b. Assist the DSD with Site Design Committee Meetings.
- c. Work with the Architect and DSD PROJECT MANAGERS (CEQA, Hazmat, Surveying, Geotechnical, and others) to develop and refine the design plan at each school. Coordinate the work of the Architect and PROJECT MANAGERS as needed.
- d. Perform Constructability Reviews of every project on plans and specifications with written comments at the 90% of the design drawings. Review should include but not be limited to site visit, as built check, constructability issues, site access, phasing plan, and detailed coordination of drawings and specification. CM is required to back check and verify that comments in the reviews have been addressed by the Architect.
- e. Cost estimating services at various stages (schematic design, design development, and completed construction documents) of each project to ensure design work is within program budget. Coordinate estimating work with the Architect and recommend areas of value engineering to the DSD.
- f. Scheduling services to assist in achieving the required design, submission, and approval of the plans of the Master Schedule milestones. Report on a regular basis the status of all design work including local and state agency approvals.
- g. Coordinate with the Architect and DSD in developing detailed construction phasing and coordination plans.
- h. Assist the DSD with any utility coordination, permits, service upgrades and connections as related the program.
- i. Attend DSD Facility Committee meetings.
- j. Provide assistance and advice on hiring Project Inspectors and other PROJECT MANAGERS needed.
- k. Provide document control and filing of all relevant program documents.

Bid and Award Phase Services: Provide comprehensive bid and award phase services including the following:

- a. Assist the DSD with bid marketing to ensure the most responsive and competitive bids.
- b. Assist the DSD with pre-bid walks and bidder orientation.
- c. Assist the DSD with reviewing bids for responsiveness and advice on any bidding issues or complications. Assist the DSD with pre-construction tasks.
- d. Assist in processing executed contracts, purchase orders, insurance certificates, performance and payment bonds, and distribution of contract to all legal parties.

Construction Phase Services: Provide comprehensive Construction Management services for the projects included in the Master Plan. PROJECT MANAGER is to assume all management and coordination responsibilities for construction activities, including but not limited to the following:

- a. Scheduling services to monitor construction phase work, evaluate contractor baseline schedule, all monthly updates, and all two-week look-ahead schedules.
- b. Provide cost estimating services required to review, reconcile, and validate contractor change order submission.
- c. Track all construction cost vs. budgets and report to the DSD on a regular basis.
- d. Provide filing system for all projects.
- e. Coordinate all public agency permits, connections, and other related coordination work during the construction phase.
- f. Schedule and conduct the pre-construction meeting with the contractor and all relevant team members. Coordinate a separate hazardous material abatement pre-construction meeting.
- g. Assist the DSD with moving and storage work that may be required to perform the construction work in the Master Plan. Coordinate and manage work with site staff and DSD staff to minimize disruptions to the school operations.
- h. Review weekly the established document controls for RFIs and Submittals and manage the Change Orders, and other project logs and files.
- i. Coordinate and lead all weekly construction meeting.
- j. Prepare monthly reports for all projects that include executive summary of the program and detailed status of each project.
- k. Analyze and review all change orders proposals. Verify scope and accuracy of cost and submit a recommendation to the DSD.
- l. Evaluate all claims and make recommendations to the DSD on the most effective way to mitigate and/or resolve.
- m. Review contractor payment applications request and gather required signature for further processing by the DSD.
- n. Monitor all liens and stop notices and advise the DSD. Monitor contractor compliance with insurance certificates, endorsements, limits, and other legal documents.
- o. Assist DSD in issuing and managing small contracts needed to accomplish the work of the larger projects and program.

Post Construction and Project Close Out Services:

- a. Prepare all close out documents needed for OPSC Funding, DSD (File Notice of Completion) and permits.
- b. Coordinate submission of all Contractual documentation from the Contractor to the DSD including Record Drawings, Warranties and Operation and Maintenance Manuals. Review and approve as appropriate.
- c. Coordinate all required close out documents and transmit to the DSD, including resolution of all project issues, RFIs, PCOs, COs, RFIs, ASI, Project Photos, O&M Manuals, and correspondences. All documents to be submitted in an organized and filed in appropriate boxes. Provide electronic version of all relevant information in a safe and reliable format.
- d. Assist and coordinate the DSD move into its new facilities including installation of DSD equipment and furnishings.
- e. Assist in the implementation of commissioning process of the projects or coordinating the

training of the new facilities to DSD staff and personal.

- f. **PROJECT MANAGER** to assist Architect and DSD that all projects are closed with both OPSC and DSA.

Attachment B

DIXIE SCHOOL DISTRICT MEASURE C BOND PROJECTS

BUILDING MODERNIZATION: As selected by the Board of Trustees

NEW CLASSROOM BUILDINGS: As selected by the Board of Trustees

SITE WORK IMPROVEMENT PROJECTS: As selected by the Board of Trustees

MANDATORY IMPROVEMENTS: As selected by the Board of Trustees

Attachment C

Dixie School District

Miller Creek Middle School Modernization

The PROJECT MANAGER shall be paid the following fee: In accordance with the OPSC maximum allowable fees. Document attached.

Our Fee specifically excludes on site supervision

PROJECT MANAGER to bill monthly and the DSD is to pay the invoice in 30 days. PROJECT MANAGER to bill each project incrementally with the following fee schedule for each project:

Pre-Construction up to bid and award:	45%
Construction Phase to substantial completion:	50%
Construction close out and punch list:	5%

Our total fee for this project will be: \$464,431.35

See attached schedule based on projects selected.

MAXIMUM ALLOWABLE FEES

The school district, as Owner, is expected to negotiate an agreement with the CM firm which is most favorable to the owner with regard to compensation for their professional service, within the maximum fee allowed. The fee must be commensurate with the service provided after execution of the CM contract. Agreement by the district to pay the minimize the cost of the project. The amount of the maximum allowable fees is dependent upon scope, type, and duration of services but cannot exceed the maximum allowable fees without meaningful negotiations is not in keeping with the district's obligation to following schedules:

Maximum Schedule for Construction Management Fees (Combined Pre-Construction and Construction Phases)

1. Eight percent of any portion of the first five hundred thousand dollars of the computed building cost of the project.
2. Seven and one-half percent of any portion of the next five hundred thousand dollars of the computed building cost of the project.
3. Seven percent of any portion of the next one million dollars of the computed building cost of the project.
4. Six percent of any portion of the next four million dollars of the computed building cost of the project.
5. Five percent of any portion of the next four million dollars of the computed building cost of the project.
6. Four percent of any portion of the computed building cost of the project in excess of ten million dollars.

The computed building cost shall be the final building allowance less savings determined at bid approval. No additional fees will be allowed for change orders.

In no event may the calculated fee determined in the schedule above exceed the following:

- 50 percent for pre-construction services that include the bidding phase.
- 37 and 1/2 percent for pre-construction services that do not include the bidding phase.
- 50 percent for the construction phase, that does not include the bidding phase.
- 62 and 1/2 percent for the construction phase that includes the bidding phase.

The calculation of the estimated fee may be made utilizing estimates of the building cost prior to the development of the final allowance by the OLA. The fee is a reduction in the Building Allowance for the project. The final adjustment in the estimated fee will be made at bid time to reflect the actual maximum allowable Building Cost.

Pre-Construction fees will be released at Phase P approval. Construction phase fees will be released at Bid approval.

COST ALLOWANCES NEW CONSTRUCTION) AND MODERNIZ/NTION

This Policy shall not cause the cost of a new construction Lease/Purchase project to exceed the cost standards established by the SAB.

The final building cost will include CM fees and costs of general conditions.

To obtain project savings the following will be required:

1. Require all bids in all bid package categories (all trades) to be opened at the same date and time thereby prohibiting the staggering of bids. (Growth only)