

PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (this “Agreement”) is dated and entered into as of _____, 20___, by and between TRINIDAD COMMUNITY ASSOCIATION, a homeowners association organized under the California General Nonprofit Mutual Benefit Corporation Law (the “Association”) and THE DAVIS COMPANY LLC (“Consultant”). License #979867

RECITALS

- A. The Association is responsible for the maintenance, repair and upkeep of the common development project known as TRINIDAD POTABLE WATERLINE REPIPING PROJECT (the “Project”).
- B. Association desires to have a community-wide potable water line repiping program (which undertaking shall herein be referred to as (the “Project”).
- C. Consultant has experience and know-how in managing construction projects.
- D. The Association desires to retain the services of Consultant, and Consultant desires to provide services to the Association, as an independent contractor, in accordance with the terms, conditions and covenants set forth in this Agreement. Accordingly, in consideration of the mutual covenants and undertakings set forth herein, the parties hereby agree as follows:

AGREEMENT

1. Retention of Services.

(a) The Association hereby retains Consultant as one of the Association’s independent contractors to advise, manage and coordinate (or otherwise provide assistance in connection with) the services provided by the Association and/or as otherwise requested by the Association, including, without limitation, providing Consultant’s opinions as to the necessity of performing deferred maintenance and/or major repairs in connection with the Project (the “Services”).

(b) Consultant acknowledges and agrees that it neither has, nor will acquire, any vested or proprietary right or interest with respect to the Association or any Association property.

(c) Consultant hereby agrees to function as an independent contractor for the Association on the terms and conditions set forth in this Agreement.

2. Independent Contractor.

(a) Consultant hereby acknowledges, agrees and understands that it is an independent contractor to the Association and this Agreement shall not render Consultant an employee, partner, or joint venturer with the Association for any purpose whatsoever.

(b) This Agreement is NOT authority for Consultant to act for the Association as its agent or make commitments for the Association.

(c) As an independent contractor, Consultant will NOT be eligible for, and Consultant shall have no claim against the Association hereunder or otherwise for, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or any other employee benefits of any kind.

(d) As an independent contractor, Consultant shall be solely responsible for paying all appropriate local, state and federal taxes, withholding, social security, insurance, and other benefits. Under no circumstances will the Association make deductions from fees to Consultant for taxes or insurance and/or be held liable for any and all actions and/or claims brought against the Association or Consultant in connection with such taxes or insurance.

(e) As an independent contractor, Consultant retains sole and absolute discretion in performing his obligations under this Agreement; provided, however, Consultant shall (i) conduct himself in a manner consistent with the high image, reputation and credibility of the Association, (ii) perform the Services in an honest and ethical manner and in accordance with Article 3(a) and (iii) not engage in any activity that may reflect adversely on the Association.

(f) To allow Consultant to maintain its discretion, the Association shall NOT control the time, place and manner by which Consultant performs his work for the Association. TO BE CLEAR, Consultant may exercise its exclusive discretion in (i) setting his own schedule, (ii) choosing the number of hours to devote to the Services, and (iii) choosing whether or not to utilize the Association's offices and resources to carry out and perform properly and fully all of Consultant's responsibilities under this Agreement.

(g) Ideas, concepts, calculations, deliverables and documents developed during the course of the project are and will remain the property of Consultant. Association has the right to use such deliverables only for the Scope of Work in this agreement. All other use of the Consultants work product is prohibited.

3. Responsibilities of Consultant. Consultant shall satisfy the following responsibilities during the term of this Agreement:

(a) Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

(b) Consultant shall use commercially reasonable efforts to complete such other tasks and responsibilities assigned periodically by the Association to Consultant. The Association shall have the right to adjust or revise any assigned tasks, from time to time, at its sole discretion, by written notice to Consultant.

(c) In the event that Consultant becomes aware of any actual or potential claim against the Association by any person or entity, Consultant shall notify the Association immediately.

(d) Consultant shall exercise usual and customary professional care in its efforts to comply with applicable federal, state and local codes, laws and regulations in effect as of the date of execution of this Agreement. It is understood, however, that various codes, laws and regulations are subject to varying and sometimes contradictory interpretation. Consultant shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such codes, laws and regulations.

(e) Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain. Association also agrees not to make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon Consultant's signing any such certification.

(f) Specific responsibilities of the Consultant during the term of this Contract are contained in "Exhibit A". (Scope of Work).

4. Scope and Limitations of Consultant's Authority.

(a) Consultant has no authority to bind the Association in any manner whatsoever.

(b) Consultant shall have no authority to collect funds due the Association.

(c) Consultant shall not use the Association's tradenames or trademarks or any names closely resembling such tradenames or trademarks as part of any business endeavor or venture not authorized by the Association in writing, or in any manner which the Association in its exclusive discretion may consider misleading, unethical or otherwise objectionable.

5. Compensation. The sole and exclusive compensation to be paid by the Association to Consultant in consideration for all services rendered by Consultant as an independent contractor for the Association shall be as set forth on Exhibit "B" (the "Compensation"), which is attached hereto and shall be considered an integral part of this Agreement.

6. Termination.

(a) Either Consultant or the Association may terminate this Agreement "for cause" or "for convenience" at any time upon thirty (30) days advance written notice. EACH PARTY ACKNOWLEDGES THAT SUCH THIRTY (30) DAY PERIOD IS ADEQUATE TO ALLOW IT TO TAKE ALL ACTIONS REQUIRED TO ADJUST ITS OPERATIONS/WORK FLOW IN ANTICIPATION OF TERMINATION.

(i) In the case of termination by Consultant "for cause," cause shall exist if the Association materially breaches any provision of this Agreement without cure by the Association after receipt of thirty (30) days written detailed notice of such breach.

(ii) In the case of termination by the Association "for cause," cause shall be deemed to exist if:

- (A) Consultant fails to adequately perform any task or project assigned by the Association; or
- (B) Consultant is unable, by reason of illness or disability, to perform any of its responsibilities hereunder; or

(iii) Cause shall exist for termination by either party if the other party assigns or attempts to assign this Agreement, except as permitted hereunder, liquidates or terminates its business, is adjudicated a bankrupt, makes an assignment for the benefit of creditors, invokes the provisions of any law for the relief of debtors, or files or has filed against it any similar proceeding.

(b) Upon any termination of this Agreement, Consultant shall cease holding itself out in any fashion as a representative for the Association, and Consultant shall provide to Association complete copies of all documents prepared, generated, compiled, or acquired in connection with Consultant rendering the Services, or otherwise maintained within the Consultant's possession, custody or control with respect to the Services provided by Consultant.

(c) If the Association fails to make payment when due the Consultant for services or expenses, the Consultant may, upon seven days' written notice to the Association, suspend performance of services under this Agreement. In the event of a suspension of services due to failure to make payment, the Consultant shall have no liability for delay or damage caused the Association because of such suspension of services.

(d) In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to the termination, together with reimbursable expenses.

(e) THIS AGREEMENT IS EXECUTED BY BOTH THE ASSOCIATION AND CONSULTANT WITH THE KNOWLEDGE THAT IT MAY BE TERMINATED. NEITHER CONSULTANT NOR THE ASSOCIATION SHALL BE LIABLE TO THE OTHER FOR COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER, BECAUSE OF ANY EXERCISE OF ITS RIGHT TO TERMINATE THIS AGREEMENT, AS PROVIDED HEREUNDER.

7. Representations and Warranties. The Association represents and warrants:

(a) The Association has no obligations (legal or otherwise), and will not enter into any other agreement (oral or written) inconsistent with or in conflict with, the terms of this Agreement or the undertaking of the relationship with the Consultant set forth herein; and

(b) The Association acknowledges and agrees that the Association is obligated to obtain appropriate insurance coverage for the benefit and/or protection of the Project. The Association waives any rights to recovery from the Consultant for any claims that may be covered by the insurance maintained (or required to be maintained) by the Association.

8. Indemnification.

(a) As respects the performance of professional services, Consultant agrees to indemnify and hold harmless the Association, and Accell Property Management (“Indemnified Parties”) from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses) to the extent caused by Consultant's negligent acts, errors or omissions in the performance of services under this Agreement and anyone for whom Consultant is legally liable.

Notwithstanding any language to the contrary in Article 8(a), Consultant shall only be required to reimburse Indemnified Parties for its reasonable defense fees, costs, including reasonable attorney’s fees, costs and expenses, in direct proportion to Consultant’s negligence on a percentage basis as ultimately determined by a court of competent jurisdiction and further, only to the extent such fees and costs were directly attributable to Indemnified Parties defense of a suit based on Consultant’s actual negligence.

(b) As respects its operations, other than the performance of professional services, Consultant agrees to indemnify, hold harmless and defend Association, and Accell Property Management (“Indemnified Parties”) from and against any damages, liabilities, judgments, settlements, costs, claims, demands, actions, suits, losses, and expenses (including reasonable and necessary attorneys' fees, costs and expenses) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by Consultant's negligent acts, errors or omissions under this Agreement and anyone for whom Consultant is legally liable.

(c) In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

(d) Consultant is not obligated to indemnify Indemnified Parties for Indemnified Parties own negligence or willful misconduct.

(e) The Association agrees to indemnify and hold harmless the Consultant from and against any claims, demands and actions, and any liabilities, damages or expenses resulting from the Association’s negligence (including reasonable and necessary attorneys' fees, costs and expenses) to the extent arising out of the responsibilities or duties of the Association under this Agreement or the representations and warranties made by the Association in this Agreement. The Association’s indemnification obligations under this section shall survive the termination, for any reason, of this Agreement.

9. Limitation of Liability. Association and Consultant have discussed their risks, rewards, and benefits of the project and the Consultant’s total fee for services. The risks have been allocated such that the Association agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and sub-consultants, to Association, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Association, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way related to Consultant's services, the Project or this Agreement or any Addenda, from any cause or causes whatsoever, including but

not limited to, negligence, strict liability, breach of express or implied contract or warranty shall not exceed the total amount paid for Consultant's services.

10. Latent Conditions. Where remodeling, alteration or rehabilitation work occurs, the Association understands and acknowledges that certain design and technical decisions are made on assumptions based on readily available documents and visual observations of existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the community, Association and Consultant agree that the discovery of unanticipated latent conditions may require a renegotiation of the scope of services or a termination of services. Association shall rely on Consultant's judgment as to the continued adequacy of this Agreement in light of discoveries that were not anticipated or known. If Consultant determines that renegotiation is necessary, Consultant and Association shall in good faith enter into renegotiation of this Agreement to permit Consultant to continue to meet Association's needs. If renegotiated terms cannot be agreed to, Association agrees that Consultant has the right to terminate this Agreement. If the Agreement is terminated, Association shall pay Consultant for all services conducted and expenses incurred up to and including the date of termination.

11. Consequential Damages. Neither the Association nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

12. No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Association or Consultant. Consultant's services hereunder are being performed solely for the benefit of Association, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

13. Jobsite Safety. Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

14. Timely Performance. Consultant will complete the professional services described in this Agreement as expeditiously as is consistent with professional skill and care. However, it is expressly agreed that Consultant shall not be held responsible for delays in performance occasioned by factors beyond Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to timely furnish information or approve or disapprove of Consultant's services or work product, or delays caused by faulty performance by Association or contractors of any level. When such delays beyond Consultant's reasonable control occur, Association agrees that Consultant shall not be responsible for damages, nor shall Consultant be deemed in default of this Agreement.

15. Environmental Hazards. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Association retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

16. Applicable Law, Forum Selection and Consent to Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California. Any litigation instituted by either party against the other party pertaining to any breach or termination of this Agreement, or pertaining in any other manner to this Agreement, must be filed by a party before a court of competent jurisdiction in Orange County, California, and each party hereby consents irrevocably to the jurisdiction of the California courts over its person. Service of process may be made upon a party as provided by California law, or shall be considered effective if sent by Certified or Registered Mail, Return Receipt Requested, Postage Prepaid.

17. Miscellaneous.

(a) Consultant may not assign, transfer or sell all or any of its rights under this Agreement (or delegate all or any of its obligations hereunder), without the prior written consent of the Association. If a sale or other transfer of Consultant's business is contemplated (whether by transfer of stock, assets or otherwise), Consultant shall notify the Association in writing no less than thirty (30) days prior to effecting such transfer, but such notice shall not obligate the Association in any manner. The Association may assign this Agreement only to a parent, subsidiary or affiliated firm or to another entity in connection with the sale or other transfer of all or substantially all of its business assets. Subject to these restrictions, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

(b) Where remodeling, alteration or rehabilitation work occurs, the Association understands and acknowledges that certain technical decisions are made on assumptions based on readily available documents and visual observation of existing conditions. The Consultant shall not be held responsible for latent conditions discovered during the course of the Work. In the event that the Consultant's assumptions, made in good faith, prove to be incorrect, the Association agrees that the Consultant shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions.

(c) The waiver by either party of any of its rights or any breaches of the other party under this Agreement in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation hereunder.

(d) Consultant shall maintain Commercial General Liability Insurance (ISO CG 0001 10 01), or another occurrence-based form with as broad of coverage) including coverage for bodily injury and property damage liability arising out of premises, operations, products, and completed operations in addition to advertising injury and personal injury liability coverage with a \$1,000,000 per occurrence and \$1,000,000 general aggregate limit.

Workers' Compensation Insurance covering Consultant's employees in accordance with statutory requirements of all jurisdiction(s) in which Services are being performed.

Professional Liability/Errors and Omissions insurance covering the Services performed pursuant to this Agreement with limits of such insurance in an amount of \$500,000 per claim and \$1,000,000 aggregate limit.

Consultant's firm owns no motor vehicles, Consultant agrees to obtain Business Automobile liability insurance in compliance with this Agreement should any motor vehicle be acquired during the term of this Agreement. Non-Owned and Hired Automobile liability insurance is waived if Consultant's firm does not own any motor vehicles and such coverage is provided by a hired and non-owned auto endorsement to the Commercial General Liability.

Such other insurance in such amounts and covering such risks as is (are) usually carried by companies engaged in similar businesses on similar properties in the same general areas in which the Consultant conducts business.

Association shall be named as additional insured under policies listed in Commercial General Liability Insurance for the performance of Services in this Agreement. The policy(s) shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance maintained by Association will be excess only and shall not be called upon to contribute with the insurance described herein. Consultant shall ensure that its subcontractors satisfy the requirements of this Section prior to that subcontractor performing any Services in this Agreement.

(e) Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Consultant's business address (as noted below), or to the Association's principal mailing address (as noted below), as the case may be. Either party's address may be changed from time to time by providing written notice to the other in the manner set forth in this section.

Consultant's Address: The Davis Company LLC
1200 Quail Street, Suite 170
Newport Beach, CA 92660
Telephone: (949) 854-1577

Association's Address: TRINIDAD COMMUNITY ASSOCIATION
C/o Paul Stimmler
ACCELL PROPERTY MANAGEMENT
23046 Avenida de la Carlota, Ste. 700
Laguna Hills, CA 92653

(f) The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(g) If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(h) This Agreement supersedes any and all other agreements between the parties pertaining in any manner to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said subject matter. Each party to this Agreement acknowledges that no written or oral representations, inducements promises or agreements have been made which are not embodied herein. **IT IS THE INTENTION AND DESIRE OF THE PARTIES THAT THIS AGREEMENT NOT BE SUBJECT TO IMPLIED COVENANTS OF ANY KIND.** Except as otherwise provided in this Agreement, this Agreement may not be amended, modified or supplemented, except by a written instrument signed by both parties hereto.

(i) This Agreement has been executed in multiple counterparts, each of which shall be deemed enforceable without production of the others.

18. Disputes.

(a) The parties shall initially attempt to resolve any controversy, claim or disputes relating to this Agreement regardless of when the dispute first arises through non-binding mediation in Orange County, California before commencing binding arbitration or litigation. The cost of mediation shall be split between the parties. Each party to the mediation shall bear its own attorneys' fees and costs in connection with such mediation.

(b) The parties may resolve any dispute not resolved as provided above first, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are fully successful and prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The parties shall share the mediator's fee and any filing fees equally. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Third, if the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Fourth, Disputes in which the total amount in controversy between Association and Consultant is equal to or less than USD \$10,000 shall be finally decided by arbitration administered by American Arbitration Forum under the current Construction Industry Arbitration Rules, unless the parties mutually agree otherwise. A demand for arbitration shall be filed in writing with the other party to this Agreement and with the administrator of the arbitration. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first hereinabove written.

“Association”

TRINIDAD COMMUNITY ASSOCIATION,
a homeowners association organized under the
California General Nonprofit Mutual Benefit
Corporation Law

By: _____

Name: _____

Its: _____

“Consultant”

THE DAVIS COMPANY LLC,
a California Limited Liability Company

By: _____

Grant Davis, President

Lic. 979867

EXHIBIT "A"

SCOPE OF WORK

The list of services provided by (Consultant) shall be as follows:

1. Phase A - Professional Services: Preparation and Presentation for 1 (one) Town Hall Meeting.

- 1.1 Consultant will coordinate with Associations vendors to prepare a presentation to homeowners a 1 (one) Town Hall meeting (two hours) to inform members of a proposed community wide repiping project.

2. Phase B - Professional Services: Preparation and Coordination of Specifications for Community Wide Potable Waterline Repiping Program.

- 2.1 Consultant will coordinate and prepare a set of specifications to address repair needs. The specifications will include:
 - 2.1.1 General Conditions
 - 2.1.2 Specifications of Materials,
 - 2.1.3 Warranty Provisions, and Quality Assurance Requirements.
 - 2.1.4 Bid Form Documents.
- 2.2 Consultant will submit specifications for governing jurisdiction permits as required.
- 2.3 Consultant will respond to plan check comments as necessary in order to resolve questions or issues that arise in the course of plan checking.
- 2.4 Consultant will apprise the Board of Directors of any fees required for plan checking or permits and obtain separately funds from the Association for such fees.

3. Phase C - Professional Services: Bidding and Negotiation Phase.

- 3.1 Consultant will prepare a bid package to be sent to pre-qualified Contractors for competitive bidding. The bid package will consist of:
 - 3.1.1 Construction Specifications
 - 3.1.2 Scope of Work Bid Form
 - 3.1.3 Contractor Insurance Requirements
 - 3.1.4 Any Special Provisions
 - 3.1.5 Preliminary Lien Information
- 3.2 Consultant will pre-qualify General Contractors to competitively bid this project.

- 3.3 Consultant will develop a detailed Scope of Work Bid Form that will request unit costs for individual segments of repair work described in the approved specifications. This unit cost bid form will also require bidders to furnish hourly labor rates, material allowances, and other unit cost data as bid items. Consultant will develop and provide for uniform bidding expected quantities of repair at each identified item in the Bid Form.
- 3.4 Consultant will conduct a Pre-Bid walk of the project with Bidding General Contractors.
- 3.5 Consultant will respond to Bidder's inquiries through Addendum.
- 3.6 Consultant will receive tendered bids and tabulate results into a comprehensive spreadsheet for presentation and discussion with the Board of Directors. Consultant will also obtain and provide for Board review financial information on each bidder, references, and background information.
- 3.7 Consultant will facilitate an interview of the most competitive bidders by the Board of Directors, with the goal of providing a broad mix of information about each of the most competitive bidders (bid results, financial strength, work history, individual company presentation of strengths and attributes, etc.).
- 3.8 Consultant will provide support services to the Board of Directors during this Phase to respond to questions from the Board's general counsel regarding the formation of the construction contract between Owner and Contractor.

4. Phase D - Professional Services: Construction Administration Phase - (based on 6 units, or less, per week repiped).

- 4.1 Consultant will examine the installation of work, its progress, and compliance with the approved specifications.
- 4.2 Consultant will provide on-site project representation for the administration of the contract on behalf of the Association as indicated in the approved specifications. The frequency of on-site representation will be as required by the construction schedule.
- 4.3 Consultant will schedule and direct construction status meetings on-site. Consultant will attend monthly Board meetings and report directly to the Board of Directors and, if necessary, homeowners in the homeowner forum portion of the meeting, on progress or issues for the immediate past month.
- 4.4 Consultant will review Contractor payment requests, lien release information, and other pertinent documentation to determine the

completeness and accuracy of the work in place and/or stored. Consultant will thereafter certify the payment request, with adjustments as deemed appropriate, for action and payment by the Board to the Contractor.

- 4.5 Consultant will review Contractor requests for additional information and respond accordingly.
- 4.6 Consultant will review Contractor requests for supplemental time, labor, or material costs if such conditions arise. Consultant will examine each request for validity issue (scope change), for time and labor rates as previously bid in the Unit Cost Bid Form, and impact to overall project budget. Requests for such changed conditions will be provided for Board consideration and concurrence prior to enactment of added scope of work.
- 4.7 Consultant will confirm when the buildings are deemed finished by the Contractor and will prepare a final correction list for action by the Contractor. Consultant will approve the Notice of Completion date(s).
- 4.8 Consultant will review Contractor's warranties and maintenance documentation prior to delivery to the Board of Directors.

End of Services Description

EXHIBIT "B"

COMPENSATION

- 1. Phase A - Professional Services: Preparation and Presentation for 1 (one) Town Hall Meeting – Fixed Fee: \$1,700 plus out of pocket reimbursables.**
- 2. Phase B - Professional Services: Preparation and Coordination of Specifications for Community Wide Potable Waterline Repiping Program – Fixed Fee: \$9,600 plus out of pocket reimbursables.**
- 3. Phase C - Professional Services: Bidding and Negotiation Phase – Fixed Fee: \$3,900 plus out of pocket reimbursables.**
- 4. Phase D - Professional Services: Construction Administration Phase - \$5,900 per month (based on 6 units, or less, per week repiped) plus out of pocket reimbursables.**

Additional Services:

Upon request, Consultant will perform additional services beyond that described herein at a rate of \$175.00 per hour. Consultant will only commence with additional services with written authorization of the Client.

Invoices will be submitted monthly. Invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt shall be considered delinquent and the engagement will suspend immediately until the invoice is paid. An interest penalty of 1.5%/month shall be applied to outstanding delinquent accounts.

Schedule of Reimbursable Expenses

Postage /Printing / UPS / Courier Services	Cost of Services x 1.15
Travel Expense: Mileage Incurred	
Trip mileage associated with project	.55 cents/mile x 1.15
Governmental Fees	
Advanced on behalf of Client	Cost of Expense x 1.15