

OWNER'S REPRESENTATION AGREEMENT

THIS AGREEMENT is dated as of December 31, 2019 by and between Hmong American Peace Academy, Ltd. ("OWNER") and Travaux, Inc. ("OWNER'S REP").

OWNER and OWNER'S REP acknowledge the following:

OWNER is proceeding with the development, design and construction of an approximately 100,000 square foot addition to its main campus located at 4601 N. 84th Street in Milwaukee, Wisconsin (the "Project"). The "Architect" and "Construction Manager" for the Project are Continuum Architects + Planners, S.C. and VJS Construction Services, Inc., respectively.

OWNER and OWNER'S REP agree as follows:

1. OWNER hereby engages OWNER'S REP and OWNER'S REP hereby accepts the engagement from OWNER to act as its owner's representative in connection with the Project and, in connection therewith, to provide the following owner's representation services ("Services") to OWNER in accordance with the terms of this Agreement.

Items listed below are not all inclusive to this position. OWNER'S REP intends to meet the scope of services shown in the OWNER'S REP's presentation dated November 13, 2019 (the "Proposal"), with the exception of some preconstruction items that have previously been completed. For reference purposes, however, included within the Services hereunder, OWNER'S REP will:

- ~~(a) Assist OWNER in obtaining local and state building permits for the Project, including coordinating necessary meetings with municipalities and other governing authorities. Omit.~~
- (b) Assist OWNER in (i) determining, in consultation with the Architect and the Construction Manager, the overall budget for the Project, which will include hard and soft costs, contingencies for the design and construction, and operations and maintenance of the Project, (ii) reviewing estimates of construction costs, and (iii) negotiating the Guaranteed Maximum Price for the Project with Construction Manager.
- (c) Monitor the costs of the Project and provide monthly cost reports for review by OWNER.
- (d) Assist OWNER with and administer procedures for construction of the Project, including payment procedures, change order procedures, construction contracting format, schedule development and organizational and decision-making hierarchy, and the relationship of each Project participant.
- (e) Provide OWNER with communications and monthly status reporting regarding the progress of the Project, including the performance of Architect's and Construction Manager's respective services with respect to the overall Project schedule. Advise OWNER of the existence of any

potential construction delays or defects or other issues requiring action and recommend a course of action to address said issues.

- (f) Participate with Architect and Construction Manager in their preparation of any required value engineering/constructability analysis and review, and comment on feasibility, suitability and/or economic viability of any value engineering and/or redesign recommended by Architect and/or Construction Manager.
- (g) Review Project schedule, including reviewing the Architect's and Construction Manager's proposed schedules, design, and making sure the project team maintains design and construction schedule.
- (h) Review with OWNER, Architect and Construction Manager plans and specifications for general conformance with program and budget for the Project.
- (i) Represent OWNER in any review and pre-qualification of construction bidders.
- (j) Review the Construction Manager's procedures for bidding procurement packages, including confirming the issuance of addenda, the collation of bids as they are received, verification of scope, and documentation to the OWNER of recommended awards for team members, consultants and vendors. Review all bids with OWNER.
- (k) Assist OWNER in reviewing and negotiating with the Construction Manager the base agreement and general conditions of construction for the Project.
- (l) Assist in review, negotiation and approval of change orders by Construction Manager and its subcontractors, consultants or vendors or changes in the scope of Architect's services.
- (m) ~~Hold and administer weekly (or as otherwise scheduled in accordance with the contract documents as approved by OWNER) job meetings and issue meeting minutes. Attend owner/architect/contractor team meetings during the pre-construction process (i.e., prior to delivery of a GMP proposal) and construction process.~~
- (n) Monitor Construction Manager's substantial and final completion procedures and assist OWNER and Architect, as applicable, in the review of punchlists for Construction Manager's work, and identify and incorporate any other items of non-conforming or incomplete work not listed.
- (o) Assist OWNER and Architect, as applicable, in pursuing full resolution and completion of outstanding punchlist work items with Construction Manager.

- (p) Assist OWNER in maximizing any savings that may be cost-effectively obtained in procurement of materials due to the OWNER's tax-exempt status.
 - (q) Review and comment on applications for payment, certificate of substantial completion and certificate of final completion.
 - (r) Review and comment on the Construction Manager's program for start-up, testing and balancing of mechanical and electrical systems; oversee and report to OWNER confirming turnover completion.
 - (s) Generally perform the duties expected of an owner's representative for projects of similar scope as the Project.
 - (t) OWNER'S REP shall act as an extension of the OWNER. We will review the ongoing construction process, make recommendations on school safety, conduct quality control reviews, etc.
 - (u) OWNER'S REP shall act as an intermediary for the school to minimize impact on daily operations and general school activity during the construction process.
2. For the Services described in this Agreement, OWNER'S REP shall be paid on a time and materials basis as the hourly rates set forth on Exhibit A, up to a not to exceed amount of .85% of the total hard and soft construction costs for the Project, which are anticipated to be approximately \$30 million (the "OR Fee"). The OR Fee shall be paid to OWNER'S REP in monthly installments over the construction period until Substantial Completion, as such term is defined in the agreement with the Construction Manager. The OR Fee shall be prorated for any partial month, based upon the actual days in such month. After Substantial Completion is achieved, OWNER'S REP shall bill hourly according to attached fee schedule for all additional work OWNER requests, subject to the not-to-exceed cap set forth above. OWNER'S REP acknowledges that the OR Fee is in lieu of any fee for "Phase I Services" as identified in and contemplated by that certain Consulting Services Agreement (Hmong American Peace Academy Educational Campus) dated as of June 30, 2017 (the "Consulting Agreement"), between OWNER and the Housing Authority of the City of Milwaukee ("HACM"). This Agreement supersedes in its entirety the Consulting Agreement. OWNER'S REP is an affiliate of HACM and will coordinate with OWNER and HACM confirmation of the Consulting Agreement's termination in connection with execution and delivery of this Agreement by the parties.
3. OWNER shall reimburse OWNER'S REP for its actual out-of-pocket costs and expenses ("Reimbursable Expenses") incurred in the course of performing the Services under this Agreement. Reimbursable Expenses shall include expenses, transportation (based on current Internal Revenue Service expense rates for mileage), long distance telephone costs, if any, postage, express delivery and facsimile costs, and other miscellaneous out-of-pocket costs incurred directly by OWNER'S REP in the course of performing the Services. OWNER'S REP shall provide OWNER with all documents supporting the Reimbursable Expenses.

4. OWNER'S REP shall submit to OWNER each month an invoice for the preceding month's Reimbursable Expenses until completion of the Project, and OWNER shall pay all amounts due and owing within 30 days after OWNER's receipt of the invoice. Each payment shall be paid as described in Paragraphs 2 and 3 above.
5. OWNER acknowledges that OWNER'S REP does not have and shall not have any authority to make any binding decisions on behalf of OWNER related in any way to the Project. OWNER'S REP's role shall be limited to advising and making recommendations to OWNER in connection with the design and construction phases of the Project.
6. OWNER acknowledges that the services and work product provided by consultants and contractors retained directly by OWNER (the "Consultants") are the responsibility of such Consultants only, and that OWNER'S REP does not warrant or guarantee their performance. Similarly, OWNER acknowledges that OWNER'S REP does not warrant or guarantee the work product or other aspects of performance of those retained by OWNER to perform the architectural and/or engineering designs and the construction of the Project. The provisions of this paragraph do not abrogate or lessen OWNER'S REP's obligation to use the standard of care with respect to the selection and oversight of Consultants and the design and construction of the Project as commensurate with the highest levels of the industry.
7. OWNER'S REP shall continuously maintain throughout the term of this Agreement comprehensive general liability insurance in the amount of at least \$1,000,000, combined single limit and all worker's compensation insurance required by Wisconsin law. OWNER shall, during the course of the Project, maintain or cause to be maintained Builder's Risk and all other appropriate insurance with appropriate coverage for the Project, as set forth in a binding construction contract or construction management contract with Construction Manager.
8. The primary employee of OWNER'S REP who shall provide the Services under this Agreement is Scott Simon, as may be assisted by other OWNER'S REP employees who are reasonably satisfactory to OWNER. Mr. Simon shall be the principal in charge and shall be available on an ongoing basis throughout the course of the Project.
9. The primary employee of OWNER who shall communicate with OWNER'S REP under this Agreement is Chris Her-Xiong. Ms. Her-Xiong shall be available on an ongoing basis throughout the course of the Project.
10. In the course of performing the Services under this Agreement, OWNER'S REP may become aware of or possess certain confidential information regarding OWNER and/or its affiliates ("OWNER Confidential Information"). OWNER'S REP shall not copy any such Confidential Information without OWNER's prior written consent. OWNER'S REP shall not use OWNER Confidential Information or other OWNER information for any purpose other than performing the Services. OWNER'S REP shall return all copies of such information when the Services have been performed, and as a condition to final payment hereunder. This provision shall survive the termination of this Agreement. OWNER'S REP's

obligations under this Paragraph 10 shall not apply to any OWNER Confidential Information that (a) becomes publicly known or available to the public through no fault of OWNER'S REP or (b) is disclosed in writing to OWNER'S REP by a third party who has a legal right to make such disclosure. In addition, if OWNER'S REP is required by any applicable federal, state or local law to disclose any OWNER Confidential Information, OWNER'S REP shall provide prompt written notice of such requirement to OWNER prior to any such disclosure so that OWNER may, if it desires, seek legal protection for such Confidential Information. If OWNER does not seek such legal protection, OWNER'S REP may disclose such Confidential Information as required by law. Finally, OWNER'S REP may disclose OWNER Confidential Information to its attorneys and accountants provided they agree to maintain the confidentiality of such Confidential Information to the same extent as set forth in this Paragraph 10.

11. OWNER may become aware of or possess certain confidential information regarding OWNER'S REP and/or its affiliates ("REP Confidential Information"). OWNER shall not copy any such Confidential Information without OWNER'S REP's prior written consent. OWNER shall not use REP Confidential Information or other OWNER'S REP information for any purpose other than as required to fulfill its obligations under this Agreement. OWNER shall return all copies of such information when the Services have been performed. This provision shall survive the termination of this Agreement. OWNER's obligations under this Paragraph 11 shall not apply to any REP Confidential Information that (a) becomes publicly known or available to the public through no fault of OWNER or (b) is disclosed in writing to OWNER by a third party who has a legal right to make such disclosure. In addition, if OWNER is required by any applicable federal, state or local law to disclose any REP Confidential Information, OWNER shall provide prompt written notice of such requirement to OWNER'S REP prior to any such disclosure so that OWNER'S REP may, if it desires, seek legal protection for such Confidential Information. If OWNER'S REP does not seek such legal protection, OWNER may disclose such Confidential Information as required by law. Finally, OWNER may disclose REP Confidential Information to its attorneys and accountants provided they agree to maintain the confidentiality of such Confidential Information to the same extent as set forth in this Paragraph 11.
12. Nothing contained in this Agreement or in OWNER'S REP's performance of the Services under this Agreement shall be construed as creating an employment relationship between OWNER and OWNER'S REP. Nothing contained in this Agreement shall be construed to mean that OWNER'S REP and OWNER are joint venturers or partners, it being expressly understood and agreed by the parties that OWNER'S REP, in performing Services under this Agreement, shall be deemed an independent contractor of OWNER.
13. No action or failure to act by OWNER or OWNER'S REP shall constitute a subsequent waiver of a right or duties afforded under this Agreement or constitute approval or acquiescence of a breach of this Agreement.
14. Notwithstanding any other provision of this Agreement to the contrary, in no event and under no circumstances (except with respect to criminal or fraudulent acts) shall any individual person who is an officer, director, shareholder, agent,

representative or employee of OWNER or OWNER'S REP have any personal obligation or liability for the performance of any of the terms, covenants, agreements or undertakings contained in this Agreement (whether express or implied), all such personal liability being expressly waived by OWNER'S REP and OWNER.

15. If there are any disputes regarding the terms of this Agreement or the payments due hereunder, OWNER'S REP shall continue to perform any undisputed Services and OWNER shall pay any undisputed amounts for such Services. Upon any dispute, the parties shall endeavor for a period of thirty (30) days from the identification of the dispute, and using good faith and diligence, to seek to resolve all matters pertaining to the dispute. If the parties are unable to resolve the matter within such 30-day period, the parties shall endeavor to settle the dispute by mediation prior to recourse to arbitration. If the parties are unable to resolve the dispute by mediation within sixty (60) days following identification of the dispute, the dispute shall be referred to arbitration, which arbitration shall be conducted by the American Arbitration Association by a single arbitrator experienced in commercial construction, or as otherwise mutually agreed to by the parties. The decision of such arbitrator shall be final and judgment may be confirmed in any court with jurisdiction. The prevailing party in any dispute arising out of or related to this Agreement as has been referred arbitration shall be entitled to recover the prevailing party's reasonable attorneys' fees, costs and expense, in addition to any other award from the nonprevailing party.
16. Neither party may assign any of its rights, title or interest in and to this Agreement without the prior written consent of the other party.
17. This Agreement shall be subject to and governed by the laws of the State of Wisconsin.
18. Except for the Proposal, which is incorporated herein by reference, this Agreement represents the entire understanding and contract of the parties and supersedes all other agreements, oral or written regarding the subject matter of this Agreement. This Agreement may be amended only in writing signed by all of the parties hereto and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

[Signature Page Follows]

THIS AGREEMENT, dated effective as of the date set forth on page one hereof, is executed by the parties below.

Hmong American Peace Academy, Ltd.

By: _____

Its: _____

Travaux, Inc.

By:  _____

Its: *VP of Development* _____

EXHIBIT A

Assigned Project Team

Hourly Rates

Scott Simon	Principal in Charge	\$250.00 per hour
Kevin Theissen	Sr. Project Manager	\$200.00 per hour
Paul Thornton	Project Manager	\$135.00 per hour
Trevor Theissen	Project Engineer	\$90.00 per hour



1.0 UNDERSTANDING THE ASSIGNMENT

Travaux, Inc. (“Travaux”) is offering its services to represent the Hmong American Peace Academy’s (“HAPA”) interests by providing ongoing project management to create value for the organization and ensure seamless operations throughout its expansion. As the Owner’s Representative, Travaux will serve as the facilitator between HAPA and its contractors at all levels of operations and management. We approach this challenge and offer our services as an extension of your staff, covering necessary work tasks thoroughly and economically with no duplication of effort.

Not only does Travaux have a wide range of construction experience, including educational projects, we also have a knowledgeable team with a deep understanding of the owner’s perspective because we are the owner on many of the projects we have completed. In addition, our team members have extensive experience working effectively with diverse populations. Each and every day, Travaux is a real estate company with a social mission.

Owner’s Representative services throughout the design and construction include, but not limited to:

Pre-Construction and Bidding Phases

- Schematic design and budget review
- Design development and budget review
- Construction document review
- Contractor Guaranteed Maximum Price final approval
- Owner furniture, fixtures, and equipment review along with budget
- Owner purchase program review with contractor
- Fire safety exit locations and interface with construction zones
- Review division and front ends of specs
- Review bidding results and subcontractor recommendations
- Participate in value analysis program before and after bids
- Create sub-organization and communication system between Travaux and HAPA
- Incorporate Total Quality principles into the project delivery

Construction Administration Phase

- Quality control interface with construction activities
- Communicate with principle and teachers on any work occurring within the existing school
- Review fire exit locations and safety of the students
- Review logs produced by the General Contractor
- Update total construction budget on a monthly basis
- Oversee direct purchase program
- Coordinate and help obtain quotes for the furniture, fixtures, and equipment
- Review any out of scope changes that are above the Guaranteed Maximum Price
- Monitor owner and contractor contingency
- Prepare monthly reports for the board on budget changes etc.
- Attend biweekly owner meetings with the contractor
- Help resolve any dispute resolutions
- Monitor the construction process from start to finish

Closeout and Commissioning Phase

- Participate in punchlist walkthroughs and follow ups
- Coordinate the delivery of owner furniture, fixtures, and equipment and plan the opening
- Ensure the commission for the mechanical, electrical and plumbing are done appropriately

SEAMLESS CONSTRUCTION IS OUR GOAL



2.0 PROPOSED PROJECT PERSONNEL

An Experienced Team Working Together

The project team offered for this assignment is strong and experienced. We know the nuances of what makes an economical, durable, and superior facility. Our team builds strong relations and trust with the owner. It is our goal to act as the owner's surrogate, resolving any issues throughout the process as an extension of your staff. We will adapt ourselves to your needs and philosophy and apply our wealth of experience and abilities to independently serve you and only you on this project. Our style is collaborative. We work *with* all members of the project team to maximize the owner's value. We are your eyes and ears that will help guide you through this process.

An Efficient Structure with Clear Roles

Kevin Theissen is proposed as the Senior Owner's Representative of this project. The buck stops on his desk. He will concentrate on pre-construction services, scope clarification, dispute avoidance, final change order negotiations and recommendations, and high-level cost and schedule control. Kevin has over 35 years of experience in planning, design, and construction of complex buildings ranging in price between \$500,000 and \$400 million. He has constructed over \$1 billion dollars of construction projects.

Paul Thornton is proposed as the on-site shoes on the ground manager. He will work with HAPA as the primary owner's contact and go-to person. He will be the principal liaison on quality control, reviews, and reports among other assignments. Paul has over 20 years of hands-on experience working as an Owner's Representative for several complex healthcare projects.

Scott Simon will be the main officer and contact. Scott will serve as the leader of our team and will be available 24/7 to assist with any higher level concerns (262-613-2022)

Our team's efforts will focus on serving as a project and operations liaison, ensuring student life safety, and creating a harmonious experience for the HAPA staff. In addition, Travaux will coordinate and maintain the owner's log and total budget.



3.0 SERVICES

Introduction

We will provide HAPA with everything from on-site presence to construction document approval. We will participate with pre-construction, monitor progress, and oversee punchlist/closeout meetings.

To this end, we have put together a detailed list of services to give you a glimpse of what Travaux will provide as your Owner's Representative. We want to be your full resource to provide exactly the types of services needed to achieve the goals of HAPA.

To give you an idea of how we service our clients, we have broken it down into the critical phases:

- 3.1 Pre-construction / Guaranteed Maximum Price Phase
- 3.2 Bidding Phase
- 3.3 Specialty Services for HAPA Project
- 3.4 Construction Administration Phase (contractual and operational)
- 3.5 Closeout and Commissioning Services Phase

These phases demonstrate areas of emphasis on seamless operations during construction, cost/value construction, accurate cost administration, and timely closeout of the project.

In essence, we do whatever it takes to get your project completed.

Descriptions of our objectives, work tasks, and deliverables by phase follow this page.

3.1 PRE-CONSTRUCTION / GUARANTEED MAXIMUM PRICE PHASE

Detailing the Ideas

Objectives

- Refine project design, budget, and schedule
- Carry out the intent of the owner
- Ensure clear and complete bidding documents
- Support team efforts

Once designs have progressed to where a clear picture of the final product is visible, work should begin on preparation of final documents for construction work.

Our team is experienced in all forms of contracting and will work with the designers and other team members to help quickly prepare the necessary documents. It is critical that we all reach a common understanding of what is being built for the price. Future disputes will be avoided if we put in the necessary effort during this phase.



Work Tasks

The following work tasks briefly describe the major activities our team will undertake in this phase.

- Achieve common understanding of work scope, budget, and schedule
- Review the proposed schedule of project completion for reasonableness
- Identify critical dates that could affect the project budget or schedule
- Propose changes where appropriate
- Use schedule and design updates to refine project budget and cash flow forecast
- Mechanical, electrical, and plumbing reviews
- Establish General Maximum Price timing

3.2 BIDDING PHASE

Maintain Project Integrity and Maximize Competition

Objectives

- Control project costs
- Refine project budget and confirm General Maximum Price
- Develop effective system for timely and economical procurement of furniture, fixtures, and equipment items
- Design a dispute resolution system for the project

Work Tasks

The following work tasks briefly describe the major activities we will undertake in the Bidding Phase. Travaux will collaborate with the rest of the project team to ensure the launching of a well-managed project.

Deliverables

- Develop bid form instructions for owner-direct purchasing and associated sales tax credits to HAPA.
- Review bids versus General Maximum Price
- Clear and complete bidding documents representative of input from entire project team
- Recommended dispute resolution system for the project
- Bid evaluations as to responsiveness, responsibility, and overall value to HAPA
- Recommendations concerning the agreement with the design-builder and general conditions for the project
- Revised project budget and schedule based on bids



3.3 SPECIALTY SERVICES FOR HAPA PROJECT

Communications & Coordination

Objectives

- Prioritize safety of students, timely communications with HAPA staff, and maintaining agreed upon production schedule for seamless operations and project execution.

Work Tasks

- Research and meet with the staff, teachers and other stakeholders to determine a formal needs analysis for school operations
- Evaluate the results to create a plan for harmonious integration of the scholastic needs for daily management and the access needs for the construction project
- Pre-plan with the General Contractor on how to prepare their scheduling to accommodate the needs of the school
- Mesh the proposed construction schedule with construction tasks and subcontractor access
- Quarterback the operation on a timely basis to allow minimal disturbance to operations and maintain the high levels of life and fire safety for the school, its students and faculty
- Maximize the programming for weekend and off-school hour access to the existing facilities
- Specifically target the goal of creating a seamless environment for the school and its organization
- Operations shall include traffic flow, bus routing and transit planning, along with parking to keep efficient and smooth movement while focusing on the safety and well-being of the student population
- Create a disciplined communication network to provide advance notice for any situations that may unavoidably disturb daily activities

3.4 CONSTRUCTION ADMINISTRATION PHASE

Delivering a High-Quality Building

Objectives

- Smooth construction process with minimal disruptions and prompt solutions to any problems encountered along the way; get it right the first time
- HAPA gets what it bargained for, at the agreed upon price, and within the agreed upon schedule
- Furniture, fixtures, and equipment items outside of construction contract purchased for timely delivery
- Control project costs
- No surprises - continual and effective communication about the project with HAPA officials
- Prompt and fair resolution of any change order requests and disputes



This phase carries out the agreed upon work in the approved plans and bidding documents. The work generally falls into compliance monitoring, reporting, recommendation of payment requests, and enforcement activities to ensure HAPA receives what it bargained for.

In addition, there is an ongoing role of the Owner's Representative to help solve problems that may arise in schedule or budget, to suggest workaround strategies, to comment upon the builder's suggestions for change, to provide orderly and equitable management of change orders and to document progress on the project. As part of this effort, we strongly recommend project partnering to enhance teambuilding, to develop a common mission and charter among all project participants, and to establish means and methods of promptly and fairly addressing unforeseen issues that arise during construction.

We will represent HAPA's interests in this matter as directed. At a minimum, however, we will provide periodic oversight of the construction process. On a project of this size and type, continual inspection by an Owner Representative is not a good use of HAPA's funds. Our inspection will occur at reasonable intervals to ensure quality work is being done and will occur at critical times such as when major equipment is being installed. Under this approach, we will economically provide oversight to enable verification of quality work and reasonableness of payment requests.

Work Tasks

The following work tasks briefly describe the major activities our team will undertake in the Construction Administration Phase. These activities will be undertaken in collaboration with the designer, the General Contractor, and HAPA to pursue the common goal of efficient and effective execution of the project.

- Maintain owner logs of all construction documents (construction bulletins, proposed change orders, approved change orders, etc.)
- Analyze refined cost estimates and recommend changes where appropriate.
- Analyze construction and furniture, fixtures, and equipment budgets vs. estimates and report any findings to HAPA, including, but not limited to:
 - Impact of bids and change orders on the project budget
 - Suggested cost reductions in project requirements or design criteria
 - Surpluses or deficits in the master project budget
 - Suggested means to balance the master project budget consistent with the approved design and overall cost constraints.
- Recommend action on shop drawings, selection of materials, change orders, payment requests and other procedures deemed necessary for proper oversight and control of this project.
- Review procurement of construction phase testing required for the project.
- Use schedule updates and change order requests to refine project budget and cash flow forecast.
- Identify budget variances and provide explanations as appropriate.



- Negotiate change order requests on behalf of HAPA and recommend their approval or rejection to proper authorities.
- Prepare periodic reports to the HAPA board on progress, including:
 - o Progress against schedule
 - o Estimated cost-at-completion and variance with established project budget
 - o Other items as necessary to provide complete and accurate information on the project

Deliverables

- Project partnering session and charter
- Real-time reports on project document status (construction bulletins, proposed change orders, approved change orders, at-completion budget, etc.)
- Periodic, but not less than monthly, written comprehensive project reports
- Periodic, but not less than weekly, progress reports to key HAPA representatives
- Timely notification to HAPA staff regarding purchase of furniture, fixtures, and equipment items
- Recommendations as to acceptance or rejection of contractor work
- Recommendations as to acceptance or rejection of contractor pay requests
- Recommendations concerning change order requests and possible resolution of disputes
- Interface with all life safety issues

3.5 CLOSEOUT AND COMMISSIONING SERVICES

A Smooth Transition to Operations

Objectives

- Smooth transition to ongoing operations
- Prompt closeout of the project with minimal callbacks for punchlist items
- Ensure that equipment training and product warranties are in place

Too often project closeout is merely the departure of the builder from the site and turning over the keys to the owner. The joy experienced at the grand opening celebration is short-lived when people discover that the completed building is not yet ready for ongoing operations.

Our team will work closely with HAPA and its key representatives to achieve these objectives to ensure the facility is ready for ongoing operations.



Work Tasks

Our concept of closeout and commissioning is to plan for occupancy while the building is in progress and make the transition as smooth as possible.

- Finishing the building with punchlist development and resolution
- Verifying warranties and equipment training
- Scheduling furniture, fixtures, and equipment items for timely delivery
- Minimal disruption to existing operations

Deliverables

- Punchlist recommendations
- Project closeout report
- Verification of training and warranties

4.0 PRICE PROPOSAL

Total Estimated Price

Travaux will bill HAPA at an hourly rate, but the total cost will not exceed one percent of the final total project cost

Parameters

- The total estimated price for this project, including expenses, is approximately \$25 - \$30 million
- Level of effort may change if there are schedules or responses outside the scope of work stated in this Request for Proposal
- We will invoice monthly as the project proceeds
- We are creating not to exceed limits
- We will not undertake work that has not been authorized by HAPA
- Additional services can be done on a mutually agreeable basis

Price Detail

- The chart on the following page depicts our billing rates



Estimated Hourly Commitments

- **PRE-CONSTRUCTION AND BIDDING PHASES**
 - Construction team consulting and assembly
 - Schematic design and budget review
 - Design development and budget review
 - Construction document review
 - Contractor guaranteed maximum price final approval
 - Owner furniture, fixtures, and equipment review along with budget
 - Owner purchase program review with contractor
 - Safety, fire exiting locations and interface with construction zones
 - Review division and front ends of specs
 - Review bidding results and subcontractor recommendations
 - Participate in value analysis program before and after bids

- **CONSTRUCTION ADMINISTRATION PHASE**
 - Quality control interface with construction activities
 - Review fire exit locations and safety of the students
 - Review logs produced by the General Contractor
 - Update total construction budget on a monthly basis
 - Oversee the direct purchase program
 - Coordinate and help obtain quotes for furniture, fixtures, and equipment
 - Review any out of scope changes that are above the guaranteed maximum price
 - Monitor owner and contractor contingency
 - Prepare monthly reports for the board on budget changes, etc.
 - Attend biweekly owner meetings with the contractor
 - Help resolve any dispute resolutions
 - Monitor the construction process from start to finish

- **CLOSEOUT AND COMMISSIONING PHASE**
 - Participate in punchlist walkthroughs and follow-ups
 - Coordinate the delivery of furniture, fixtures, and equipment and plan the opening
 - Make sure the commission for the mechanical, electrical, and plumbing are done appropriately

HOURLY RATES	Scott \$250	Kevin \$200	Paul \$135	PE \$90
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Existing planning efforts per executed consulting services agreement shall be waived upon execution of an owner's representative agreement.