

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

AGREEMENT TO FURNISH CONSTRUCTION MANAGEMENT AND RELATED SERVICES TO THE CITY OF TUSCALOOSA, ALABAMA FOR THE THE EDGE BUSINESS RESOURCE CENTER PROJECT

WHEREAS, heretofore the City of Tuscaloosa negotiated a contract with the firm of Harrison Construction Co., Inc. to provide construction management and related services to the City of Tuscaloosa during the design and construction of THE EDGE BUSINESS RESOURCE CENTER (Project), to be located in Tuscaloosa, Alabama; and,

WHEREAS, the construction management firm and the City, as Owner, now desire to formalize their agreement for such services.

W-I-T-N-E-S-S-E-T-H

NOW, THEREFORE, THIS AGREEMENT made and entered into on this the 15th day of June, 2015, by and between the firm of Harrison Construction Co., Inc. hereinafter referred to as the "CONSTRUCTION MANAGER" or "CM," which will provide professional construction management and related services pursuant to the provisions hereof, to the City of Tuscaloosa, a Municipal Corporation, Post Office Box 2089, Tuscaloosa, Alabama, hereinafter sometimes referred to as the "OWNER" or as the "CITY" for the above project for the consideration set forth herein as follows:

ARTICLE 1. GENERALLY

A. CONSTRUCTION MANAGER. The Construction Manager represents and warrants to the City that he or it, as the case may be, is possessed of a high degree of skill in the field of construction management sufficient to comply with Ala. Code §41-16-51(a)(3) (1975). The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants

with the Owner to furnish his best skill and judgment and to cooperate with the Architect/Engineer of the Owner in furthering the interests of the Owner. He agrees to furnish efficient construction management and superintendence for the Project and to use his best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

B. COOPERATION: The Construction Manager shall cooperate and work with the Owner and the Architect from the beginning of design through construction completion, and with all Trade Contractors and suppliers on the Project. The Construction Manager shall provide leadership on all matters relating to construction of the Project. The Construction Manager shall not make changes to owner requested criteria without the Owner's approval.

C. APPLICABLE LAWS: It is expressly understood by the Construction Manager that this Project is a public works of the City of Tuscaloosa, a Municipal Corporation, and as such is subject to all applicable provisions of State law including, but not limited to the Alabama Competitive Bid Law, Ala. Code §41-16-50, et seq., §39-1-1, et seq., §39-2-2, et seq. and §39-3-1 (1975), as well as any opinions, whether published or unpublished of the Attorney General or Department of Examiners of Public Accounts which may apply or are related to public contracting activity. The Construction Manager represents and warrants to the City that it is experienced in the field of public works contracting and familiar with all such applicable laws and opinions as they relate to competitive bidding, contract award, public works, as well as change orders. To that end, the Construction Manager shall adhere to and comply with such laws and regulations and ensure compliance by all Trade Contractors and subcontractors on the Project with all such laws and opinions in regard to the Project.

It is further expressly understood and agreed herein that the Construction Manager will not perform nor utilize its employees, forces or equipment in any manner as that of a general contractor, Trade Contractor, or supplier on the Project, nor shall the Construction Manager lease, subcontract or otherwise permit or allow any Trade

Contractor on the Project to utilize the employees, forces, equipment or facilities of the Construction Manager that would normally be performed or provided by a general contractor, Trade Contractor, or subcontractor. In accordance with Ala. Code §39-2-2(d) (1975), neither the construction management firm nor any of its officers, agents or employees or subsidiaries shall engage in actual construction on the project nor engage in any repair, renovation or maintenance on the project with its own forces, by contract, subcontract, purchase order, lease or otherwise.

Construction Manager represents and warrants that he is duly licensed as a general contractor by the State of Alabama with the appropriate sub-category classification for the type of work encompassed by this Project. The Construction Manager shall comply with all applicable laws, ordinances and regulations.

D. TIME: Time is of the essence in this agreement. When certain time periods are specified, services will be rendered within the same. If services are to be rendered contemporaneously with other services, even by third parties, the Construction Manager shall render such services simultaneously and so as not to delay the Project. If no time period is specified, the Construction Manager shall render services in a reasonable and prompt manner.

ARTICLE 2. CONSTRUCTION MANAGER'S SERVICES

The Construction Manager will perform the following services pursuant to this Agreement for the Project:

A. DESIGN PHASE. During the design of the Project by the Architect, the Construction Manager shall:

1. CONSULTATION DURING PROJECT DESIGN. Advise the Owner on site selection and participate in development of Project feasibility studies. Schedule and attend all meetings with the Architect/Engineer and Owner's representative during the development of conceptual and preliminary design to advise on site use and

improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies.

The Owner reserves the right and may elect to, during the design of the Project, to have the plans, drawings, and specifications thereof reviewed by independent or third party consultants in order to ascertain factors that may need to be altered or addressed in order to control or reduce the cost of the Project and/or enhance its efficiency.

2. SCHEDULING. Develop a Project Schedule that coordinates and integrates the Architect/Engineer's design efforts and the Owner's activities with construction schedules. Update the Project Schedule incorporating a detailed schedule for all activities of the Project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead-time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority.

3. PROJECT CONSTRUCTION BUDGET. Prior to completion of schematic design by the Architect and prior to bid, prepare a Project budget estimate and update it periodically for the Owner. At the end of the schematic design phase, prepare a project budget based on a quantity survey of Drawings and Specifications for review by the Owner as the Project Construction Budget. Update and refine this budget as the development of the Drawings and Specifications proceeds, and advise the Owner and the Architect/Engineer if it appears that the Project Construction Budget will not be met and make recommendations for corrective action.

4. COORDINATION OF CONTRACT DOCUMENTS. Review the Drawings and Specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules without, however, assuming any of the Architect/Engineer's responsibilities for design. The Construction

Manager will assume primary responsibility for development and coordinate with the Owner and the Architect in the preparation of all Trade Contracts and other documents and recommend revisions to same, including all front end legals, bid documents and general conditions and special conditions relative to the performance of work by each Trade Contractor. All contracts shall comply with the applicable provisions of Alabama Law, including but not limited to Ala. Code §§39-1-1, 39-2-1, 39-3-1, et seq. (1975). The Construction Manager shall also coordinate formulation and content of each set of contract documents for each contractor (Trade Contract), to be employed on the Project to avoid conflict, overlap and duplication or omission of work.

5. CONSTRUCTION PLANNING. Recommend for purchase by the Owner of equipment or materials and expedite the procurement of long-lead items to ensure their delivery by the required dates.

Make recommendations to the Owner and the Architect/Engineer regarding the division of work in the drawings and specifications by the various Trade Contractors to facilitate the bidding and awarding of Trade Contracts, allowing for phased construction taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, and provisions for temporary facilities.

Review the Drawings and Specifications with the Architect/Engineer to eliminate areas of conflict and overlapping of work by various contractors and indicating the work to be performed by the various Trade Contractors and prepare prequalification criteria for bidders.

6. COMPLIANCE, FEDERAL AND STATE REGULATIONS. The Owner shall advise Construction Manager of any federal or state funding involved in the Project. Determine Federal and State requirements, if any, applicable to the Project or for programs for inclusion in Project bidding documents. Erect and maintain a construction sign on the Project Site and include thereon all information required by the City, State or Federal Government.

B. BID PHASE SERVICES.

Develop and prepare separate bid packages for the various Trade Contractors needed for the Project. Include in each Trade Contractor Bid Package, contract documents, a summary of the work to be performed by that trade and including that portion of the plans and specifications applicable to each Trade Contractor.

Develop Trade Contractor interest in the Project and as working Drawings and Specifications are completed, assist the Owner in taking competitive bids on the Project of the various Trade Contractors. After analyzing the bids, recommend to the Owner which such contracts should be awarded based upon applicable Bid Law considerations.

It is understood by and between the parties that the Owner reserves the exclusive right to elect not to award any or all bids and to reject bids for any legitimate reason, including but not limited to the fact that the same exceeds Owner's budget for the Project. In such event the Construction Manager shall be compensated for services rendered.

The Construction Manager shall also provide the additional Bid Phase Services to the Owner.

1. Conduct license and insurance prequalification of all Trade Contractors if requested by Owner.
2. Conduct at least one Pre-Bid Conference, and more if reasonably necessary.
3. Provide and coordinate Bid Phase activities, including but not limited to the following activities:

- Preparing and placing advertisements for bids and instructions to bidders. (Cost of advertisement to be paid by Owner).
- Distribution and handling of plans, specifications and contract documents to bidders pursuant to Ala. Code §39-2-3 (1975).
- Communicate with bidders and address questions and issues raised by bidders, communicate and coordinate answers with Architect.
- Accept deposits from bidders (not in excess of twice the cost of reproduction and handling) and make refunds of deposits as required by Ala. Code §39-2-3 (1975).
- Assist Owner in opening, tabulating and awarding all Trade Contracts, and be present at Council Meeting pertaining to the same.
- Evaluate and return bid bonds in accordance with Ala. Code §39-2-4(a) and §39-2-5 (1975).
- Promptly analyze and prepare written tabulation of all bid proposals.
- Recommend contract award to Owner for each trade package.
- Notify low bidder on each trade package of conditional award, pursuant to Ala. Code §39-2-6 (1975).
- Prepare all trade contracts and supporting documents, and present the same to trade contractor(s) bidder for execution and verify prior to delivery to Owner that the same are properly executed by bidder with all necessary and required supporting documents, including bonds and insurance, pursuant to Ala. Code §39-2-8.
- Conclude Owner execution of contract documents pursuant to Ala. Code §39-2-9, deliver set to each trade contractor and issue notice to proceed to each trade pursuant to §39-2-10.

C. REBID COST

In the event the total of the lowest bid(s) received by Owner for the Project exceeds the amount of funds the Owner has authorized, allocated, or otherwise made available for the Project and if the Owner elects to rebid the same, the Construction Manager agrees to work with the Architect and provide services to make such revisions and changes to the plans and specifications necessary to reduce the cost of the Project

to an amount not in excess of the funds allocated by the Owner for the Project and will perform the incidental work and furnish the number of necessary documents as required by the agreement.

The Construction Manager will be compensated pursuant to the terms and conditions to be agreed upon at that time for revising plans and specifications if bid overrun is up to ten percent (10%). If bid overrun exceeds 10%, the Construction Manager will provide services at no cost to the Owner.

D. CONSTRUCTION PHASE: The Construction Manager will provide the following services during construction:

1. PRE-CONSTRUCTION CONFERENCE. Conduct one or more Pre-Construction Conference with all Trade Contractors, prepare and distribute to all Trade Contractors, a written summary of the conference.

2. PROJECT CONTROL. Direct, manage and coordinate the work of all the Trade Contractors and coordinate the work with the activities and responsibilities of the Owner and Architect/Engineer, so as to ensure that the Project is completed in accordance with the Owner's objectives of cost, time and quality. The Construction Manager shall manage and control the Project in such a manner as to minimize conflicts between the various Trade Contractors and expedite completion on time and within budget. The Construction Manager shall resolve any scheduling or activity conflicts between Trade Contractors and prepare and implement any change orders on the Project. The Construction Manager shall provide full time construction management by experienced, qualified managers. The Construction Manager or his qualified representative shall be present at specific site(s) of the Project at all times whenever work activity is ongoing. If two or more work activities are ongoing simultaneously at different sites, the Construction Manager shall provide two or more qualified representatives to fully and completely provide construction management services at those sites.

Monitor and inspect the work of all Trade Contractors for quality and compliance with contract documents. Determine the adequacy of the Trade Contractors' personnel and equipment and the availability of materials and supplies to meet the schedule. When requirements of a Trade Contract are not being met, immediately address the situation with the Trade Contractor, identify problems, propose solutions and provide corrective action.

It shall be the duty of the Construction Manager to require all Trade Contractors to strictly adhere to the contract documents and the plans and specifications, to use his best efforts to secure faithful performance by the Trade Contractors of the contract to the Owner and to guard the Owner against defects and deficiencies in the work and claims for additional compensation by the Trade Contractors or their subcontractors and to promptly advise the Owner verbally and promptly notify the Owner in writing of any significant departure in the quality of the materials or workmanship from the requirements of the contract documents, plans and specifications. The Construction Manager shall promptly advise the Owner verbally and promptly notify the Owner in writing of any significant problem with the Project or of potential claims.

The Construction Manager shall make continuous on-site inspections to check the quality and quantity of the Project and to insure that the Project is proceeding in accordance with the contract documents and specifications. The Construction Manager shall be continuously present at the job site, particularly when major, critical or work that may be defective or hidden is ongoing. The Construction Manager shall be responsible for conducting comprehensive reviews of the Project in progress to determine compliance with contract documents, reporting noted deficiencies observed in construction to the Owner and the Architect, organizing field offices, equipment and Project files, clarifying with the Architect any potential discrepancies found in the contract documents or design, documenting the construction progress through the maintenance of daily log book and daily, weekly and monthly reports and photographs, obtaining and reviewing progress schedule, reviewing with Trade Contractors the

sequence of operations, verifying the testing laboratory results and inspections as required, assisting in substantial and final inspections and other miscellaneous activity associated with the construction of the Project.

The Construction Manager shall have the authority to reject work by any Trade Contractor on the Project which does not conform to the contract documents and specifications or is not of acceptable quality. He shall also have the authority, subject to the consent of the Owner or Owner's designated representative to require the work to stop whenever, in his reasonable opinion, it may be necessary for the proper performance of the plans and specifications.

3. STAFF AND ORGANIZATION. Maintain a competent full-time staff at the Project site to coordinate and provide general direction of the work and progress of the Trade Contractors on the Project. Establish on-site organization and lines of authority in order to carry out the overall plan of the construction. Establish procedures for coordination among the Owner, Architect/Engineer, Trade Contractors and Construction Manager with respect to all aspects of the Project and implement such procedures.

4. TRAFFIC CONTROL PLAN. If work activity is planned or intended to take place within or upon public road right-of-way, prepare a traffic control plan (TCP) in accordance with the Alabama Uniform Traffic Control Manual (latest version) to be utilized and adhered to by all Trade Contractors and all subcontractors during performance of work on the Project. Revise TCP as progress continues on the Project and changed circumstances demand. Submit the TCP and any revisions to the City of Tuscaloosa Department of Transportation prior to commencement of construction and modify accordingly.

5. PROGRESS MEETINGS. Schedule and conduct progress meetings at least once a month and more often if necessary, at which Trade Contractors, Owner, Architect/Engineer and Construction Manager can discuss jointly such matters as

procedures, progress, problems and scheduling. Provide a written summary of each meeting to all concerned, including the Owner and the Architect.

6. PROJECT SCHEDULE. Provide regular monitoring of the Project Schedule as construction progresses, utilizing CPM, bar chart or equivalent. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to the Owner or Trade Contractors adjustments in the schedule to meet the probable completion date. Provide summary reports of each monitoring and document all changes in schedule. The Construction Manager acknowledges that due to the public nature of the Project, approval by the governing body may be required in certain instances, which may involve a delay of several days. The Construction Manager will therefore take that into account and coordinate and schedule the Project accordingly.

7. COST CONTROL. Develop, implement and monitor an effective system of Project cost control. Revise and refine the initially approved Project Construction Budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise the Owner and Architect/Engineer whenever projected cost exceeds budgets or estimates.

8. COST ACCOUNTING. Maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and materials, or other basis requiring accounting records. Afford the Owner access to these records and preserve them for a period of three (3) years after final payment.

9. CHANGE ORDER. The Owner, without invalidating this agreement, may order changes in the Project within the general scope of this agreement consisting of additions, deletions or other revisions. The Construction Manager shall coordinate, implement and insure that the Change Orders are completed. No changes resulting in

an increase in cost, extension of time or material change in the scope of the work will be performed without a written change order approved by the Owner.

Utilizing Owner's forms and in accordance with the provisions for Change Orders in Trade Contractor agreements, develop and implement a system for the preparation, review and processing of Change Orders. Recommend necessary or desirable changes to the Owner and the Architect/Engineer, review requests for changes, submit recommendations to the Owner and the Architect/Engineer, and assist in negotiating Change Orders. It shall be the responsibility of the Construction Manager to require compliance with the Alabama Bid Law, Ala. Code §41-16-50 et seq., §39-1-1 et seq., §39-2-1 (1975), , by the Trade Contractors, particularly as it relates to Change Orders. If the Construction Manager determines that a Change Order is needed or the Owner requests a Change Order, then he shall prepare a written Change Order stating all pertinent facts and submit the same for approval by the Owner or Owner's designated representative. All Change Orders which would increase the contract sum or construction bid price, extend the contract time or materially change the contractor's scope of work or services or that of the overall Project, shall be approved by the City Council.

The Construction Manager shall coordinate and direct the implementation of change orders and verify to the Owner or to Owner's designated representative, in writing, that said change orders have been satisfactorily implemented. The Construction Manager may have authority to order minor changes in the work not involving an adjustment in the contract sum or construction bid price, an extension of the contract time or a material change in the contract scope of work or services.

The Construction Manager shall obtain the consent of all Trade Contractor sureties affected by any Change Order prior to the execution of Change Orders and verify to the Architect and to the Owner's representative, in writing, that said Change Orders have been satisfactorily implemented within a reasonable period of time after approval of the Change Order.

The Construction Manager shall promptly transmit written notifications from any Trade Contractor regarding the performance of work that the Trade Contractor deems extra and obtain Owner's approval prior to authorizing any extra work.

10. PAYMENTS TO TRADE CONTRACTORS. Develop and implement a procedure for the review, verification, processing and payment of applications or request by Trade Contractors for partial, progress or final payment. The Construction Manager shall review and verify the amount owing to any Trade Contractor requesting payment based upon observations at the site, inspections, and on evaluations of the Trade Contractor's application for payment and other pertinent information. After verifying in writing to the Architect that the work which the Trade Contractor is requesting payment on the application has been properly performed by the Trade Contractor, including any Change Orders pursuant to the contract terms and conditions, the Construction Manager shall transmit the same to the Architect.

The verification of a request for payment by the Construction Manager shall constitute a representation by him to the Architect and the Owner, that on the date comprising the Trade Contractor's application for payment, that Trade Contractor's work on the Project has progressed to the point indicated; that, to the best of the Construction Manager's knowledge, information and belief, the quality of work is in accordance with the contract documents (subject to an evaluation of the Project's full conformance with contract documents upon substantial completion, to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and any specific qualifications stated in the certificate for payment); and that the Trade Contractor is entitled to payment in the amount requested. If the certificate of payment includes payment to the Trade Contractor for any materials stored on the job site, the Construction Manager shall obtain from the Trade Contractor, prior to the next payment, written certification from the materials supplier that previous monies paid for materials stored on the job site have been paid to the supplier of the materials. If the Construction Manager does not

have such written substantiation, then he shall deduct the appropriate amount from the then current certificate of payment.

11. PERMITS AND FEES. Obtain for the Owner, all building permits and special permits for permanent improvements, excluding any permits required to be obtained by the various Trade Contractors, such as permits for inspection, temporary facilities, etc. Obtain approvals from all the authorities having jurisdiction.

12. OWNER'S CONSULTANTS. If required, assist the Owner in selecting and retaining professional services of a surveyor, testing laboratories and special consultants, and coordinate these services.

13. REVIEW OF WORK AND SAFETY. Review the safety programs of each of the Trade Contractors and make appropriate recommendations. Inspect and monitor the work of Trade Contractors for compliance with safety programs and acceptable safety procedures. Require Trade Contractors to adhere to safety programs and correct unsafe conditions. The performance of such services by the Construction Manager shall not relieve the Trade Contractors of their responsibilities for performance of the work and for the safety of persons and property, and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the work.

14. DOCUMENT INTERPRETATION. Meet and confer with all Trade Contractors on any questions relating to the Project. Refer all questions for interpretation of the documents prepared by the Architect/Engineer to the Architect/Engineer and Owner.

15. SHOP DRAWINGS AND SAMPLES. In collaboration with the Architect/Engineer, establish and implement procedures for expediting the processing and approval of shop drawings and samples. The Construction Manager shall promptly review and comment within ten (10) working days from receipt to the Architect as

appropriate on any Trade Contractor submittals, shop drawings, samples or other submissions for conformance with the design concept, plans and specifications of the Project so as not to delay the Project.

16. CONSTRUCTION VIDEO AND PHOTOGRAPHS. The Construction Manager shall photograph and/or video tape the entire Project so as to accurately depict all aspects of the same, prior to, during and after construction. Photographs and/or video during construction shall be at critical phases, but in no event less than once a month and shall be submitted to Owner with each request for payment.

17. REPORTS AND PROJECT SITE DOCUMENTS. Record the progress of the Project. Submit written weekly progress reports to the Owner and the Architect/Engineer, including information on the Trade Contractors' work, and the percentage of Project completion by each Trade and for the entire Project. Keep a daily log available to the Owner and the Architect/Engineer. The daily log kept by the Construction Manager shall include but not be limited to what work was performed, where it was performed, when it was performed and by whom and any other information regarding the Project and these shall be available for review by the Owner and the Owner's representatives.

18. RECORDS. Maintain at the Project site, on a current basis: records of all necessary contracts, drawings, samples, purchases, materials, Change Orders, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all revisions. Obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals. At the completion of the Project, deliver all such records to the Owner.

19. SUBSTANTIAL COMPLETION. Determine Substantial Completion of the Project or designated portions thereof and prepare for the Architect/Engineer a punchlist of incomplete or unsatisfactory items and a schedule for their completion.

20. START-UP. With the Owner's maintenance personnel, direct the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.

21. FINAL COMPLETION. Ensure all punch list items are completed then determine final completion and provide written notice to the Owner and Architect/Engineer that the Project is ready for final inspection. Ensure that all Trades advertise final completion in accordance with applicable law. Secure and transmit to the Architect/Engineer required guarantees, affidavits, releases, bonds and waivers and related documents from all trades. Turn over to the Owner all keys, manuals, record drawings and maintenance stocks.

22. WARRANTY. The Construction Manager shall collect and deliver to the Owner any specific written warranties or guarantees given by others, including all required Trade Contractor guarantees and warranties. The Construction Manager shall reasonably assist the Owner in enforcing or obtaining performance of any applicable warranties or guarantees for one (1) year after final completion of the Project.

23. DIFFERING SITE CONDITIONS. The Construction Manager shall constantly observe and inspect for differing site conditions on the Project; and if, in the performance of work on the Project, subsurface or latent conditions are found by the Construction Manager to be materially different from those indicated by the Plans and Specifications, or unknown conditions of an unusual nature are disclosed or should be noted through routine inspections, differing materially from conditions usually inherent in projects of the character shown and specified, the Construction Manager shall immediately notify the Architect verbally and in writing, regarding such conditions, but in no event later than forty-eight (48) hours after such conditions were or should have been discovered. The Construction Manager shall take the appropriate steps to direct and manage the work of the Trades in regard to such differing site conditions so as to minimize any delays in construction scheduling and avoid any danger or safety violations to persons or property. The Construction Manager's notice to the

Architect/Engineer regarding the differing site conditions, shall describe the conditions and other pertinent information. The Construction Manager shall recommend changes in the Plans or Specifications to the Architect/Engineer which may be necessary to conform to the different conditions.

ARTICLE 3. PROJECT SCHEDULE, SUBSTANTIAL COMPLETION

A. The services to be provided under this Contract shall be in general accordance with the following schedule:

B. The Construction Manager shall commence work upon receipt of a Notice to Proceed from the City's representative. At the time work commences, a Date of Substantial Completion and Final Completion of the Project shall also be established. It shall be the responsibility of the Construction Manager to schedule and coordinate the work of the Trade Contractors so that these dates are met.

C. The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings and Specifications so the Owner can occupy or utilize the Project or designated portion thereof for the use for which it is intended. "Substantial Completion" of operational facilities or any portion of the Project that is operational shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble-free operation in a "fully automatic" manner acceptable to the Owner and Architect, with all redundant systems operational. All equipment contained in the Project, plus all other components necessary to enable the Owner to operate and utilize the facility or Project in the manner that was intended shall be complete on the substantial completion date. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof.

D. The Construction Manager shall conduct a detailed final inspection, prepare a final punchlist of all items not in full compliance with construction contract documents and make follow-up inspections to determine that all the punchlist items are completed prior to the issuance of final payment to any Trade Contractor. After the issuance of final payment, the Construction Manager shall coordinate with the Owner and the Architect and notify applicable Trade Contractors in writing of the date of the beginning and ending (subject to extension) of warranty periods. The Construction Manager shall also conduct an inspection thirty (30) days prior to the end of any Trade Contractor's warranty or guarantee period.

E. If the Construction Manager is delayed at any time in the progress of the Project by any act of the Owner or the Architect/Engineer or by any employee of either, or by changes ordered in the Project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Construction Manager's control, or not materially attributable in whole or in part to the Construction Manager, the Construction Completion Date shall be extended by Change Order for a reasonable length of time.

Should the Project not achieve substantial completion or final completion by the scheduled date or extended date materially attributable in whole or in part to the Construction Manager, then the Construction Manager shall pay to the Owner a sum computed at the rate of \$100.00 a day beginning from the stated or extended date of substantial completion or final completion, and continuing for so long as the Project remains incomplete.

ARTICLE 4. ADDITIONAL SERVICES

At the request of the Owner, the Construction Manager will provide the following or any additional services upon written agreement between the Owner and Construction Manager defining the extent of such additional services and the amount and manner in which the Construction Manager will be compensated for such additional services.

- (a) Services related to investigation, appraisals or valuations of existing conditions, facilities or equipment, or verifying the accuracy of existing drawings or other Owner-furnished information.
- (b) Services related to Owner-furnished equipment, furniture and furnishings which are not a part of the work.
- (c) Services for tenant or rental spaces
- (d) Services related to construction performed by the Owner.
- (e) Consultation on replacement of work damaged by fire or other cause during construction, and furnishing services for the replacement of such work.
- (f) Services made necessary by the default of a Trade Contractor.
- (g) Preparing to serve or serving as an expert witness for the Owner in connection with any public hearing, arbitration proceeding, or legal proceeding in which the Construction Manager is not a party nor to which may be attributed responsibility in whole or in part for the proceedings.
- (h) Finding housing for construction labor, and defining requirements for establishment and maintenance of base camps.
- (i) Obtaining or training maintenance personnel or negotiating maintenance personnel or negotiating maintenance service contracts.
- (j) Inspections of and services related to the Project after completion of the services under this agreement.
- (k) Providing any other service incidental to the Project not otherwise included in this agreement.

ARTICLE 5. OWNER'S RESPONSIBILITIES

A. The Owner shall provide all the information within its possession and not otherwise obtainable from the Architect/Engineer regarding the requirements for the Project. To that end, the contract between the Owner and the Architect is adopted herein by reference.

B. The Owner shall have a designated representative with whom the Construction Manager shall communicate and keep fully informed.

C. The Owner shall retain an Architect/Engineer for design and to prepare construction documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the agreement between the Owner and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

D. The Owner shall furnish for the site of the project all necessary surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, and a legal description.

E. Except as regards permits and fees which are the Construction Manager's responsibility, the Owner shall secure and pay for necessary approvals, easements or assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

F. The Owner shall furnish such legal services as may be necessary for it in regard to the items set forth above.

G. The Construction Manager will be furnished without charge all copies of Drawings and Specifications reasonably necessary for the execution of the work.

H. The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

I. If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, he shall give prompt written notice thereof to the Construction Manager and the Construction Manager likewise will do the same.

J. The Owner, except for official business, shall endeavor to communicate in its capacity as Owner, with the Trade Contractors only through the Construction Manager. Provided; however, after notice to the Construction Manager, in the event the Owner or Owner's representative determines that it is in the best interest of the Owner, then it reserves the right to communicate directly with Trade Contractors.

K. All reference to the "Owner" in this agreement shall be the City Council of the City of Tuscaloosa. The Owner's representative on this Project shall be:

Clif Penick, Facilities Director
Address: _____
2201 University Blvd.

Tuscaloosa, AL 35401

ARTICLE 6. TRADE CONTRACTS

A. All portions of the Project including General Condition items, the provision of labor, materials, equipment or supplies and including contracts for general construction work, traditional subcontractor work and suppliers of materials are herein referred to as "Trade Contractors" or "Trades." The Construction Manager shall prepare contract documents for each Trade, requesting and receiving proposals from Trade Contractors and Trade Contracts will be awarded, in accordance with the Alabama Bid Law, by the Owner after the proposals are reviewed by the Architect/Engineer, Construction Manager and Owner's representative.

B. Without diminishing the Construction Manager's responsibilities on the Project, Trade Contracts will be between the Owner and the Trade.

C. It shall be the responsibility of the Construction Manager to insure that all Trade Contractors adhere to and comply with the terms and conditions of their respective contract with the Owner. A failure of any Trade Contractor to abide by the provisions of the contract shall be immediately brought to the Trade Contractor's attention by the Construction Manager and the Construction Manager shall require the

Trade Contractor to correct any defects or deficiencies in the work or schedule. In the event a Trade Contractor fails or refuses to comply with the terms and conditions of its contract with the Owner, the Construction Manager shall immediately bring the same to the attention of the Owner's representative.

In the event the Owner elects to utilize sales and use tax savings purchase agreements with any or all trades, the Construction Manager shall administer the procedures and payments pursuant to such agreements.

ARTICLE 7. CONSTRUCTION MANAGER'S FEE

A. In consideration of the provision of services pursuant to the terms and conditions of this agreement by the Construction Manager, the Owner agrees to pay the Construction Manager in current funds as compensation for services hereunder a fee as follows:

1. **Design and Bid Phase Services:** For performance of services during design and bid phases, the Construction Manager shall receive a fee equal to 1% percent of the Construction Costs.
2. **Construction Phase Services:** For performance of services during construction phase, the Construction Manager shall receive a fee equal to 3% percent of Construction Costs.

Construction costs are defined as the total of all trade contracts for the Project at the time of initial award thereof by the Owner. Construction costs shall exclude the compensation of the Architect and the compensation of the Construction Manager, as well as their costs and expenses, the cost of the land, right-of-way, financing or any other costs which are the responsibilities of the Owner. In the event a single change order materially alters the scope of the Project or increases or decreases the total construction cost by more than 10%, the Construction Manager's fee will be increased or decreased by adding or subtracting that amount from the "Construction Cost." If any portion or part of the Project is deleted or otherwise not constructed, compensation for such parts or portions of the Project shall be payable to the extent services are performed on such parts or portions, in accordance with the schedule of

compensation set forth herein, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent statement of probable construction costs or detailed estimate of construction costs prepared by the Architect for such portions of the Project.

B. For substantial delays in the Project not materially attributable in whole or in part to the Construction Manager, there will be an equitable adjustment in the fee to compensate the Construction Manager for his increased expenses, overhead and profit to be negotiated between the parties. Provided; however, no delays due to rain, wind, flood or other natural phenomenon of normal intensity for the locality shall entitle the Construction Manager to additional compensation.

C. Included in the Construction Manager's fee are the following:

1. Salaries or other compensation of the Construction Manager's employees at the principal office and branch offices.
2. General operating expenses of the Construction Manager's principal and branch offices.
3. Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Project.
4. Overhead or general expenses of any kind and, except for reimbursables enumerated herein, all other cost or expenses of the Construction Manager associated with this contract.
5. Profit of the Construction Manager.

D. Reimbursable Expenses. Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Construction Manager in the interest of the Project for the expenses listed in the schedule which, shall be attached hereto and adopted herein by reference. Reimbursable expenses for this Project shall not exceed the amount as stated in the attached reimbursable schedule. Any other reimbursable expenses must be with the prior written consent and approval of the Owner or the Owner's designated

representative. Construction Manager shall provide a reimbursable expenses schedule to the City prior to execution of this contract.

In no event will the Owner pay reimbursable expenses to the Construction Manager in excess of the amounts set forth in the attached schedule. All requests for payment of reimbursable expenses must be satisfactorily documented. Construction Manager shall endeavor to keep reimbursable expenses as low as possible.

ARTICLE 8. ACCOUNTING RECORDS

Records of the Construction Manager's fee, Reimbursable Expenses and any other services performed by the Construction Manager shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative during normal business hours.

ARTICLE 9. STATUS OF CONSTRUCTION MANAGER

It is understood and agreed between the parties hereto that nothing herein contained shall operate to create a joint venture between the Construction Manager and the Owner. The Construction Manager and the Owner are separate legal entities and, except as set forth herein, neither acts as an agent of the other. It is further understood between the parties that the Construction Manager, his employees, officers, agents and subconsultants shall be that of an independent contractor to the Owner and it is not intended, nor shall it be construed that the Construction Manager or any of his employees, officers, agents or subconsultants is an agent, officer or employee of the Owner for any purpose.

ARTICLE 10. PAYMENTS TO THE CONSTRUCTION MANAGER

A. The Construction Manager shall submit monthly to the Architect a sworn statement, showing in detail all amounts due Trade Contractors, and the amount of the Construction Manager's fee due as provided herein. The Construction Manager shall verify requests for payment to Trades as provided herein. If the Architect approves the

same, he will submit the statement to the Owner. Payment by the Owner to the Construction Manager of his statement amount shall be made within twenty (20) days after it is submitted by the Architect to the Owner.

B. Final payment constituting the unpaid balance of the Construction Manager's fee shall be due and payable upon final completion of the Project, including completion of all punch list items, submission of all release of liens from all trades and advertisement of completion by all trades, provided that the Project be then finally completed and this agreement substantially performed.

C. If, after Architect approval, the Owner should fail to pay the Construction Manager within twenty (20) days after the time the payment of any amount becomes due, then the Construction Manager may, upon twenty (20) additional days' written notice to the Owner and the Architect/Engineer, cease providing services pursuant to this agreement. Provided; however, the Owner may withhold from payments due to the Construction Manager, liquidated damages and any cost or charges reasonably questioned by the Owner or Architect, and any amount the Owner has been required to pay to third parties materially attributable in whole or in part to the Construction Manager.

ARTICLE 11. INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

A. INDEMNITY.

The Construction Manager agrees to indemnify and hold the Owner, its officers, agents, and employees harmless from all claims, causes of actions, demands, or judgments for bodily injury and property damage (other than the Project itself and other property insured herein) that may arise from or are attributable in whole or in part to the Construction Manager's services or operations pursuant to this agreement.

The Construction Manager shall cause all Trade Contractors to agree to indemnify the Owner and the Construction Manager and hold them harmless from all

claims for bodily injury and property damage (other than property insured pursuant to this agreement) that may arise from that contractor's operations.

The Construction Manager hereby agrees to release the Owner, its officers, agents and employees from any damages claimed by the Construction Manager resulting from or attributable in whole or in part to, errors in or omissions of the Plans and Specifications, including final drawings of the Architect/Engineer or other design professionals. As to all approvals of the Plans Specifications or Designs, the parties hereto agree that any approval or review by the Owner is only for overall suitability, maintenance and usability and there are no express or implied warranties by Owner as to the adequacy, accuracy, correctness or Code compliance thereof.

The Construction Manager hereby agrees to indemnify, hold harmless and/or reimburse the owner for any fines, violations, charges, suits or sums of money imposed upon Owner by the Alabama Department of Environmental Manager (ADEM), the Environmental Protection Agency (EPA), U.S. Army Corps of Engineers or any other administrative agency of the State or Federal Government upon the Owner for any violation of the rules and regulations of said agencies or organizations resulting from, arising out of or materially attributable in any manner to the failure of the Construction Manager to adequately perform services for the Owner pursuant to the terms and conditions of this agreement.

B. CONSTRUCTION MANAGER'S LIABILITY INSURANCE.

1. The Construction Manager shall purchase and maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Construction Manager's performance of the terms and conditions of this agreement.

Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees under any applicable employer's liability law.

(b) Comprehensive Automobile Liability

(1) Bodily Injury \$ 1,000,000 Each Person
 \$ 1,000,000 Each Occurrence

(2) Property Damage \$ 1,000,000 Each Occurrence

(or \$1 Million Combined Single Limit)

\$ 4,000,000 Umbrella

4. Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess of Umbrella Liability policy.

5. The Construction Manager shall furnish the Owner with satisfactory proof of carriage of the insurance required herein, in the form of an insurance certificate or if the Owner elects, in the form of a policy. Insurance shall be in a form satisfactory to the Owner.

(a) The Construction Manager's general liability and automobile liability insurance shall endorse the Owner, its officers, agents and employees and Architect/Engineer as additional insureds for any claims arising out of the work performed under this agreement.

(b) Cancellation: The certificate and the policy of the Construction Manager, as the case may be, shall state that the Owner shall be given thirty (30) days written notice of cancellation or any change in the insurance coverage required herein. Certificate shall not exclude liability for failure to notify, nor shall it state "endeavor to notify" in lieu of what is required.

- (c) There shall be a statement that the Construction Manager waives subrogation as to the Owner, its officers, agents, employees and program coordinator on the insurance certificate.
- (d) There shall be a statement on the Construction Manager's insurance certificate that full aggregate limits apply per job or contract.
- (e) Authorized representatives of the Construction Manager's insurance companies shall certify that he/she is authorized to execute certificates and that coverage as stated is correct and in compliance with contract documents.

C. OWNER'S LIABILITY INSURANCE.

Insurance to Protect Project

The Owner shall purchase and maintain property insurance upon the entire Project for the full cost of replacement as of the time of any loss. This insurance shall insure against loss from the perils of fire, extended coverage, and shall include "all risk" insurance for physical loss or damage, including without duplication of coverage at least theft, vandalism, and malicious mischief.

ARTICLE 12. TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATIONS

A. Termination By The Construction Manager Or Owner.

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of a declaration of a national emergency making materials unavailable or, through no act or fault attributable in whole or in part of the Construction Manager, then the Owner or the Construction Manager may, upon seven (7) days' written notice to the other and the Architect/Engineer, terminate this agreement and the Construction Manager may

recover from the Owner payment for all work executed of the Construction Manager's fee earned to date.

B. Owner's Right To Perform Construction Manager's Obligations And Termination By The Owner For Cause.

The Owner reserves the right to perform any portion of the work on the Project with its own forces. If the Construction Manager fails to perform any of his obligations under this agreement, the Owner may, after seven (7) days' written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies.

If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the agreement, is assessed liquidated damages as set forth herein, then the Owner may, without prejudice to any of its other rights or remedies and after giving the Construction Manager and his surety, if any, seven (7) days' written notice, during which period the Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials and equipment thereon owned by the Construction Manager and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment from the Owner.

ARTICLE 13. STANDARD CONTRACT CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.

- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.

- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this

transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and

assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract

Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used. The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

IN WITNESS WHEREOF this agreement executed the day and year first written above.

OWNER: THE CITY OF TUSCALOOSA, AL

BY: Walter Maddox
WALTER MADDOX, MAYOR

ATTEST:

Racy B Coon
City Clerk

CONSTRUCTION MANAGER: HARRISON
CONSTRUCTION CO., INC.

BY: Jim Harrison

ATTEST:

Wanda A. L. Linnell

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of June 2015.

Vickie Milliland
Notary Public.

My Commission Expires:

2/3/19

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Heather Lachridge, a Notary Public in and for said State at Large, hereby certify that Jim Harrison, who is named as Construction Manager, is signed to the foregoing document, and,

Who is known to me, or

- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4 day of June, 20 15.

Deborah Prochnick

Notary Public.

My Commission Expires:

7/27/16

EXHIBIT A



HARRISON CONSTRUCTION CO., INC.

P.O. Box 21300
 Tuscaloosa, Alabama 35402
 Phone: (205) 333-1120
 Fax: (205) 333-2542
 Email: info@harrison-const.com

January 26, 2015
 EDGE
 Reimbursable Schedule

Items	Duration	Unit	Unit Price	Cost
Supervision	64	Week	\$ 2,300.00	\$ 147,200.00
Office Trailer	14	Month	\$ 450.00	\$ 6,300.00
Office Trailer Mobilization & Demobilization	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
Temporary Power	10	Month	\$ 650.00	\$ 6,500.00
Temporary / Permanent Power (As Required)	6	Month	\$ 3,500.00	\$ 21,000.00
Natural Gas (As Required)	14	Month	\$ 800.00	\$ 11,200.00
Temporary Toilet / Hold Tank	14	Month	\$ 350.00	\$ 4,900.00
Temporary Water	14	Month	\$ 150.00	\$ 2,100.00
Pickup Truck	14	Month	\$ 850.00	\$ 11,900.00
Fuel	14	Month	\$ 275.00	\$ 3,850.00
Dumpster Rental / Haul / Tipping	14	Month	\$ 1,000.00	\$ 14,000.00
First Aid / Safety	14	Month	\$ 125.00	\$ 1,750.00
Office Supplies	14	Month	\$ 75.00	\$ 1,050.00
Communication Package (Cell Phone / Radio / Computer)	14	Month	\$ 565.00	\$ 7,910.00
Postage & Handling	14	Month	\$ 65.00	\$ 910.00
Jobsite Signage	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
Miscellaneous / Other	14	Month	\$ 500.00	\$ 7,000.00
Warranty Reserve (As Required)	1	Lump Sum	\$ 4,000.00	\$ 4,000.00
Permit Fees as Required	TBD	Lump Sum		TBD
APCO Fees as Required	TBD	Lump Sum		TBD
Tap Fees as Required	TBD	Lump Sum		TBD
Bond Fees as Required	TBD	Lump Sum		TBD
Total Reimbursables				\$ 257,070.00