

# **Master Project Management Services Agreement**

**THIS PROJECT MANAGEMENT SERVICES AGREEMENT** (this “Agreement”) is made as of June 01, 2024 by and between **Greater Salt Lake Municipal Services District**, a special district (“Client”), and **CBRE, INC.**, a Delaware corporation (“CBRE”). Client and CBRE are also referred to herein as the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Client and CBRE hereby agree as follows:

## **1. PROJECT MANAGEMENT SERVICES**

1.1 The initial term of this Agreement shall commence on the date of this Agreement and expire on February 28, 2025 (“Term”). The Parties may mutually agree to renew or extend the Term. Either Party may terminate this Agreement with or without cause by providing the other Party at least thirty (30) days’ prior written notice specifying the effective date of such termination. Client shall pay CBRE for all Services rendered prior to the date of termination and, in the event of termination without cause by Client, all direct costs incurred by reason of the termination.

1.2 Client hereby appoints CBRE to provide project management services (the “Services”) for designated projects (each, a “Project”) as described in work orders (“Work Orders”) executed by the Parties from time to time. Work Orders shall be substantially in the form attached hereto as Appendix “A”. Each Work Order shall specify the Services, the compensation to be paid to CBRE, and any other terms and conditions relating to each Project. The terms and conditions of this Agreement shall be incorporated into all Work Orders, and shall govern the performance of the Services, in accordance with each Work Order unless expressly stated otherwise. Should the terms of this Agreement and a Work Order conflict, the terms of this Agreement will control unless specifically modified by such Work Order.

1.3 CBRE will advise Construction Professionals (as hereinafter defined) of the target completion date established by Client in a Work Order. CBRE will use commercially reasonable efforts to complete the Project in accordance with Client’s schedule but does not guaranty such schedule or completion of the Project by the target completion date.

1.4 The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by Client to perform work on the Project (“Construction Professionals”), will be limited to overseeing and managing the work of the Construction Professionals. CBRE will review Project documents and require such changes as are necessary so that such documents are in the name of Client, and all warranties run in favor of Client. Client acknowledges that the work product provided by Construction Professionals will be the responsibility of such persons and that CBRE does not warrant or guaranty, and will not be liable with respect to, the performance, the budget or work product of the Construction Professionals. CBRE will not be liable for (i) design techniques or procedures or (ii) construction means, methods, techniques, sequences or procedures employed by any third-party including Construction Professionals providing design, construction or other services in connection with the Project. Client shall enter into agreements directly with Construction Professionals

and shall be responsible for making payments directly to Construction Professionals. Alternatively, and only upon Client's request, CBRE will enter into agreements with Construction Professionals on behalf of Client and as Client's agent, and payments to Construction Professionals shall be made by CBRE only upon receipt of sufficient funds from Client. Client acknowledges that Construction Professionals may be part of CBRE's global sourcing program. All fees and other consideration such Construction Professionals pay to be part of the program are not paid to Client or subject to audit or reconciliation. In contracts with the Construction Professionals, Client will ensure that CBRE is indemnified by Construction Professionals and is included as an additional insured under the Construction Professional's liability insurance.

1.5 CBRE shall provide the Services in accordance with the skill and standard of care ordinarily exercised by like professionals performing such services on similar projects in the jurisdiction where the Project is located. CBRE shall perform the Services through able, qualified and trained CBRE employees ("CBRE Employees") and, if applicable, subcontractors. CBRE shall have the exclusive right to hire, direct, discipline, compensate and terminate CBRE Employees, and shall exercise complete and exclusive control over the conduct of CBRE Employees.

## 2. **INSURANCE**

2.1 CBRE's Insurance. CBRE shall maintain the following insurance policies, covering the activities of CBRE under this Agreement: (a) commercial general liability of \$1,000,000 combined single limit per occurrence and annual aggregate; and (b) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of \$2,000,000 per occurrence and annual aggregate. Client will be included as an additional insured under CBRE's commercial general liability policy described above to the extent of loss attributable to CBRE's negligence. CBRE's insurance will not be called upon to respond to or cover Client's negligence or willful misconduct.

2.2 Client's Insurance. Client shall maintain: (a) commercial general liability insurance with per occurrence limits of \$3,000,000, which limits may be provided by any combination of primary and following form excess policies, and (b) "all risk" property insurance. All such insurance shall be primary to CBRE's liability insurance relating to this Agreement except to the extent of loss attributable to CBRE's negligence.

## 3. **INDEMNIFICATION**

3.1 Limitations on Liability. Notwithstanding any provision herein to the contrary:

(a) Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

(b) Client is a governmental entity under the provisions of the Governmental Immunity Act of Utah, Title 63, Chapter 7 of the Utah Code (the "UGIA"), and nothing in this

Agreement shall be interpreted or construed to release, alter, waive or minimize Client's rights or defenses that otherwise would be applicable under the UGIA, common law or any successor governmental immunity statute, including any immunity limitation on judgments, protection, or benefit afforded to Client and/or its employees by the UGIA.

#### 4. **CONFIDENTIALITY; INTELLECTUAL PROPERTY**

4.1 Confidentiality. CBRE and Client agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization ("Confidential Information") and disclosed to the other Party (the "Receiving Party") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition, the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) as required by applicable law or legal process, or (iv) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence. Parties acknowledge that CBRE or its agent, in the ordinary course of conducting routine off-site accounting and finance functions, may access Confidential Information remotely, and such information shall remain confidential pursuant to the terms herein. Notwithstanding anything to the contrary herein, Client agrees that CBRE may use information provided or generated through the Services in the usual course of CBRE business, including to improve and monitor service offerings and create benchmarking. If information is confidential, CBRE will not identify Client as a CBRE client and will anonymize the information. For clarity, this permission from Client does not include any personally identifiable information, which CBRE does not expect or desire to receive. This Section will survive termination of the Agreement.

4.2 Intellectual Property. CBRE shall not receive any right, claim, title or interest in or to any proprietary products or intellectual property of Client. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that CBRE has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("CBRE's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of CBRE, and Client shall not have any right, claim, title or interest in or to any of CBRE's Intellectual Capital. Performance of the Services by CBRE shall not be deemed to be a prohibition of or interfere in any manner with CBRE's provision of similar services to third parties, provided that CBRE in so doing does not use or disclose any Confidential Information of Client.

4.3 Government Records Access and Management Act. Notwithstanding the forgoing or any other provision of this Agreement to the contrary, the Parties understand, acknowledge and agree

as follows: CBRE recognizes that, as a government entity, Client is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and Client cannot guarantee that any information or any document or record provided to Client by CBRE will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by CBRE to Client to be classified as a “protected record”, CBRE must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by CBRE to client and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by CBRE. In particular, the Parties acknowledge and agree that this Agreement will be a public document that may be accessed by anyone pursuant to GRAMA.

## 5. CLIENT COVENANTS

Client shall furnish all information and cooperation reasonably required by CBRE to deliver the Services required hereunder. Client shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. Client agrees that CBRE shall bear no liability to the extent arising out of Client’s failure to comply with its obligations under this Agreement. Further, CBRE shall have no liability to the extent a Claim arises because CBRE acted or failed to act because of adherence to Client’s policies, rules, regulations, agreements and/or instructions. All Client policies and instructions with which CBRE must comply shall be consistent with this Agreement and provided to CBRE in advance in writing.

## 6. HAZARDOUS MATERIALS; PRE-EXISTING CONDITIONS

6.1 Hazardous Materials. Client acknowledges that CBRE is not an environmental expert or consultant in the field of hazardous materials or substances which are or becomes defined as “hazardous waste,” “hazardous substance,” “hazardous material,” pollutant, or contaminant under any applicable law (“Hazardous Materials”). With respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of Client, CBRE shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by CBRE (“CBRE Hazardous Materials”). CBRE shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. If CBRE encounters any materials on a Project site that it reasonably believes to be Hazardous Material, CBRE shall immediately stop work and notify the Client. Work on the Project in the affected area shall not thereafter be resumed until CBRE is notified in writing by Client that the material is not Hazardous Material or, if it is, that such Hazardous Material has been rendered harmless. Client shall indemnify, defend and hold CBRE harmless from and against all claims asserted against or incurred by CBRE to the extent arising out of any Hazardous Materials (other than CBRE Hazardous Materials) present on the Project site or other property of Client.

6.2 Other Pre-Existing Conditions and Defects. CBRE shall not be responsible for the discovery, detection or remediation of (i) any pre-existing conditions at a Project site or other property

of Client or (ii) any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property, whether pre-existing or arising during the Term.

## 7. TERMINATION OR SUSPENSION

CBRE may terminate this Agreement if Client fails to pay CBRE within the time set forth in a Work Order and after receiving fifteen (15) days' written notice from CBRE. Client may, for convenience, suspend the Services for a period not to exceed thirty (30) days unless otherwise agreed to by CBRE. In the event Client suspends the Services, CBRE shall be entitled to recover the costs reasonably and necessarily incurred in the interruption and resumption of the Services. Upon resumption of the Services, CBRE and the Client shall agree to adjust the target completion date and Project schedule, and compensation to be paid to CBRE.

## 8. NOTICES

All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the third business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to CBRE, then to CBRE, Inc., 222 South Main Street, 4<sup>th</sup> Floor, Salt Lake City, Utah 84101, Attn: Charles Gaddis, with a required copy sent to: CBRE, Inc., 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attn: General Counsel – Global Advisory and Global Workplace Solutions; and if to Client, to 2001 S State, #N 3-600, Salt Lake City, UT 84190, Attn: Marla Howard; or to such other address as any Party may notify the other Party.

## 9. MISCELLANEOUS

9.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9.2 Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.3 Waiver. No consent or waiver by a Party to or of any breach or default, shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

9.4 Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. “Force Majeure” means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, epidemic, war, civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party’s control.

9.5 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

9.6 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of law principles. Each Work Order shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project identified in such Work Order is located, unless stated otherwise in the Work Order. **EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO, THIS AGREEMENT.**

9.7 Dispute Resolution. Any dispute or claim arising out of or relating to this Agreement or a Work Order shall be resolved by arbitration administered by the American Arbitration Association (“AAA”). Unless the Parties agree otherwise, the AAA Construction Industry Arbitration Rules in effect as of the date of this Agreement shall apply. The arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. The demand for arbitration shall be filed in writing with the AAA and the filing party shall promptly serve the demand on the other Party. The Party filing a notice of demand for arbitration must assert in the demand all claims then known to that Party. All disputes and/or claims between the Parties shall be subject to statutes of limitation and repose applicable in the jurisdiction where the Project is located. For statute of limitation/repose, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim. Disputes or claims shall be decided by a single arbitrator, unless the Parties agree otherwise. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. Subject to Section 4.3 of this Agreement, the Parties shall keep any such arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the arbitration, any information, testimony or documents submitted during the arbitration or received from the other Party, a witness or the arbitrator in connection with the arbitration, and any award, unless and to the extent that disclosure is required by law or is necessary for permitted court

proceedings, such as proceedings to recognize or enforce an award. Notwithstanding anything to the contrary in this Section, a Party may proceed in accordance with applicable law to preserve and pursue mechanic's lien or similar claims.

9.8 Prohibited Boycotts. CBRE certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. Furthermore, Consultant agrees to notify the Client in writing if consultant begins engaging in a prohibited economic boycott during the term of this Agreement. Notwithstanding anything to the contract stated in this Agreement, pursuant to Utah Code Ann. § 63G-27-201(3), this provision does not apply to a contract with a total value of less than \$100,000 or to a contract with an entity that has fewer than ten (10) full-time employees, nor prohibit Client from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available “to (A) acquire or dispose of a good or service; or (B) meet Clients’ legal duties to issue, incur, or manage debt obligations or deposit, keep custody of, manage, borrow, or invest funds” or if the purpose of the economic boycott is to “comply with federal law”.

9.9 E-Verify. CBRE covenants, represents and warrants to Client that CBRE is and at all times during the performance of services under this Agreement will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that CBRE is registered and participates in a status verification system as required by law, and will require the same of any subcontractor who may assist CBYE in performing services under this Agreement.

*[Remainder of Page Intentionally Blank]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.

**Greater Salt Lake Municipal Services District**

By: \_\_\_\_\_

Name: Marla Howard

Title: General Manager

**CBRE, INC.**

By: \_\_\_\_\_

Name: Charles A. Gaddis

Title: Director

**APPENDIX “A”**

**WORK ORDER TEMPLATE**

**Work Order #01**

**To**

**Project Management Services Agreement**

**Work Order Effective Date: June 01, 2024**

This Work Order #01 is attached to and forms part of the Project Management Services Agreement, dated as of June 01, 2024, by and between **Greater Salt Lake Municipal Services District** (“Client”), and **CBRE, Inc.**, a Delaware corporation (“CBRE”) (as it may be amended, the “Agreement”). Capitalized terms used in this Work Order without definition that are defined in the Agreement shall have the meanings set forth therein.

This Work Order shall be governed by and construed in accordance with the laws described in the Agreement. Notwithstanding any governing law provisions of the Agreement, the provisions of this Work Order shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflicts of laws principles.

1. Project Description. For purposes of this Work Order, the project shall be as described below, which shall be the “Project” for purposes of this Work Order:

Interior finish out of corporate interiors including but not limited to Reception, Offices, Conf/Meeting Rooms, Break/Café, Storage Rooms, and other miscellaneous areas for work related purposes for leasehold premises located at 860 Levoy Drive, Taylorsville, Utah. Project is a landlord build.

2. Target Completion Date and Schedule. The target completion date for the Project is client move-in and First Day of Business January 02, 2025, with project closeout by January 31, 2025.

3. Specific Duties. In providing the Services, CBRE shall have the duties as defined in Exhibit 1 (Scope of Services) attached hereto with respect to the Project.

4. Project Management Services Fees. As compensation for the performance of the Services in connection with the Project, Client shall make the reimbursements provided for in Section 7 below and shall pay to CBRE a fee as set forth in Exhibit 2 (Compensation for Services) attached hereto. The project management fee shall be equitably adjusted if the Services extend beyond the target completion date of the Project, or if the originally contemplated scope of Services is materially increased.

5. Additional Services and Fees. Client and CBRE may agree that CBRE will provide additional services and resources and will compensate CBRE based on actual hours spent by CBRE Employees on such services utilizing the hourly rate schedule below:

<b>Title</b>	<b>Rate Hour</b>	<b>per</b>
Director	\$ 235	
Senior Project Manager	\$ 205	
Project Manager	\$ 185	

Client and CBRE will execute a Change Order reflecting the agreed upon additional services and fees to be paid to CBRE, and any adjustment to the schedule or target completion date.

6. Sales and Use Taxes. Client will pay any applicable sales, use, gross receipts, value-added or other consumption-based taxes with respect to any goods and services provided to Client by CBRE or any subcontractor or any goods or services procured by CBRE as Client's agent or for the benefit of Client. Client shall retain the right to contest any such taxes assessed against Client.

7. Reimbursable Items. Client shall reimburse CBRE for all reasonable costs, expenses and charges of CBRE in connection with the Services, as approved by Client individually or as included in an approved reimbursable budget, and will include the following expenses: reproduction of drawings; messenger service; conference calling service charges; overnight delivery; local travel (mileage) to the Project jobsite, consultant offices or other Project related travel, long distance travel, lodging and meals when pre-approved by Client; subcontractor fees and expenses without mark-up; parking; sales and use taxes and, if applicable, value added taxes paid on behalf of Client; freight and shipping costs paid on behalf of Client; and any specific non-recurring charges directly attributable to the Project and approved in writing by Client.

8. Timing. All sums due to CBRE from Client under this Work Order shall be paid within thirty (30) days following receipt of an invoice from CBRE. Client's obligation to pay or reimburse CBRE as provided in this Work Order shall survive the expiration or termination hereof. All payments to CBRE hereunder shall be made in the amounts then due and without set-off. If CBRE is responsible for payment of Construction Professionals on Client's behalf, CBRE shall not be liable for making payments late or failing to make payments to Construction Professionals (i) if so directed by Client, (ii) if Client fails to provide sufficient funds to pay Construction Professionals, or (iii) if Client is in default of its payment obligations under this Agreement, and Client shall indemnify, defend and hold harmless CBRE against any and all Claims that CBRE may incur as a result thereof.

**IN WITNESS WHEREOF**, the Parties have executed this Work Order effective as of the date first above written.

**Greater Salt Lake Municipal Services District**

By: \_\_\_\_\_

Name: Marla Howard

Title: General Manager

**CBRE, INC.**

By: \_\_\_\_\_

Name: Charles A. Gaddis

Title: Director

## EXHIBIT 1

### SCOPE OF SERVICES

1. Specific Duties. In providing the Services, CBRE shall have the following duties with respect to the Project:

1.1 Planning Stage

- (a) Direct and coordinate applicable Design Team, authorities, and service organizations related to the Project. Arrange and chair regular coordination meeting.
- (b) Recommend the purchase and procurement of long lead time items to arrange for delivery of strategic materials in conformance with the Schedule.
- (c) Receive and analyze Construction Professional proposals, make award recommendation including conducting pre-award conferences and negotiate and prepare construction contracts per Client's direction.
- (d) Coordinate landlord notices and approvals.
- (e) Validate construction scope, budget and schedule provided by Construction Professionals.
- (f) Obtain Client approvals on changes to Project parameters.
- (g) Confirm Client's capital appropriation.

1.2 Construction Procurement Stage

- (a) Qualify professional firms proposed and engaged by the landlord, and conduct evaluations and recommendations for selection of Construction Team. A selection matrix summarizing the bids will be assembled to identify pricing, alternatives, and other criteria for selecting the successful bidder. A formal recommendation to award a bid will be submitted to Client for approval, which recommendation will be based upon pricing, experience on similar projects, personnel assigned to the Project, level of trust, and overall ability to perform the Project. Negotiate agreement(s) with Construction Team entities within predefined parameters. Implement value engineering for all aspects of design and construction with selected Construction Team prior to contract award.
- (b) Upon receipt of Client's written approval, award such work.

1.3 General Management and Coordination

- (a) Review the work performed by the Construction Team, in conjunction with the Design Team, through to the completion date and require that the materials furnished and the work performed are in accordance with the drawings, specifications and contract documents (collectively, the "Contract Documents").

- (b) Coordinate with the Construction Team the implementation of construction information systems, Project time control schedules and resources analysis as they relate to materials, manpower and costs.
- (c) Provide construction review status updates and other reports for each Project on a monthly basis.

#### 1.4 Management of Active Construction

- (a) Establish with the Construction Team on-site organization and lines of authority to carry out Client's overall plans in all phases of the Project on a coordinated and efficient basis.
- (b) As applicable, require Construction Team to maintain an on-site record-keeping system which will be sufficient in detail to satisfy an audit by Client. Such records shall include, but shall not necessarily be limited to, daily logs, progress schedules, manpower breakdowns (daily by trade), financial reports, quantities, material list, shop drawings, and the like.
- (c) Coordinate the obtaining of all legally required permits, licenses, and certificates. Coordinate through the applicable Construction Team aspects of the work with local municipal authorities, governmental agencies, and utility companies who may be involved in the Project.
- (d) Coordinate through the Construction Team the work of all subcontractors until final completion and acceptance of the Project by Client. In the event that the interpretation of the meaning and intent of the contract documents becomes necessary during construction, ascertain the architect's and Client's interpretation, make recommendations as appropriate, and transmit such information on the appropriate subcontractor(s).
- (e) Attend Project and/or site meetings when necessary, attended by the Design Team and Construction Team and Client's representative to discuss procedures, progress, problems, scheduling and open items.
- (f) Coordinate through the Construction Team testing provided by others as required by the technical sections of the specifications, and as required by the applicable building code.
- (g) Coordinate the review with the Design Team, for compliance with the contract documents, of shop drawings, materials and other items submitted by the Construction Team.
- (h) Review and recommend approval, in accordance with Client's procedures, all applications for payments submitted through vendor(s) in accordance with established procedures.
- (i) Receive and review change order requests from Design Team, Construction Team or from Client. Review unit prices, time and material charges and similar items. Monitor and advise upon request for changes required by field conditions and progress of the work and obtain approval from Client and the applicable Construction Professional(s).
- (j) Review Construction Team scheduling system to expedite materials and equipment deliveries through the course of construction.

1.5 Move Coordination

- (a) Review Client's established move criteria.
- (b) Based upon the Client's move criteria, recommend professional move management consulting firms and coordinate engagement process.
- (c) Conduct move vendor RFP and negotiate contract.
- (d) Coordinate physical move vendor and furniture/equipment installation activities with the Construction Team, for installation and building access.
- (e) Assist Client in conducting a thorough damage assessment review with move vendors, fixturing supplier and the Construction Team.
- (f) Close out move vendor and furniture / equipment installation contracts.

1.6 Post Construction

- (a) At the appropriate time, coordinate the preparation of punch lists indicating the items of work remaining to be accomplished, and require that these items are completed in an expeditious manner.
- (b) Assemble all guarantees, warranties, etc., as required by the contract documents and forward them to Client.
- (c) Receive from the Construction Team, check and forward to Client all releases of claims required prior to issuance of final certificate of completion and final payment to the Construction Team.
- (d) Expedite Construction Team preparation of "as-built" drawings of the entire Project in accordance with the terms of the specifications.

2. Additional Services. In conjunction with the Services, CBRE shall provide such additional services as are reasonably requested by Client, subject to the Parties' mutual agreement as to the scope of, and pricing for, such additional services.

**EXHIBIT 2**

**COMPENSATION FOR SERVICES**

**STIPULATED SUM FEE BASIS**

1. **Project Management Services Fees.** As compensation for the performance of Services as defined in this Work Order, Client shall make the reimbursements provided for in Paragraph 7 of the Work Order and shall pay to CBRE a stipulated sum equal to **\$52,580.00** (the “Fee(s)”).
  
2. **Progress Payments.** CBRE will invoice Client on a monthly basis, in a format that is agreeable to Client, based on progress of the Services towards the Target Completion Date and Schedule defined in this Work Order. The CBRE Project Management Compensation Schedule below sets forth the distribution of the Fees.

<b>Month #</b>	<b>Month/Yr</b>	<b>Monthly Allocation</b>	<b>Cumulative Amt</b>	<b>% of Total</b>
1	1-Jun-2024	\$ 2,820.00	\$ 2,820.00	5%
2	1-Jul-2024	\$ 8,600.00	\$ 11,420.00	22%
3	1-Aug-2024	\$ 6,860.00	\$ 18,280.00	35%
4	1-Sep-2024	\$ 6,860.00	\$ 25,140.00	48%
5	1-Oct-2024	\$ 6,860.00	\$ 32,000.00	61%
6	1-Nov-2024	\$ 6,860.00	\$ 38,860.00	74%
7	1-Dec-2024	\$ 6,860.00	\$ 45,720.00	87%
8	1-Jan-2025	\$ 6,860.00	\$ 52,580.00	100%
Total		\$ 52,580.00	\$ 52,580.00	100%