

Board of Directors Members

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 Julie Door, City of Puyallup Councilmember
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 Lillian Hunter, City of Tacoma Councilmember
 Pat McElligott, East Pierce Fire & Rescue Commissioner
 Dan Rankin, West Pierce Fire & Rescue Commissioner
 Robert Thoms, City of Tacoma Councilmember

Board of Directors Special Meeting

Meeting Date: August 19, 2019
Meeting Time: 12:15pm
Meeting Place: Lakewood City Hall, Council Chambers

PUBLIC PARTICIPATION IN BOARD MEETINGS

Anyone may address any action item on the agenda for consideration. Rules for public comment were adopted by the Policy Board on March 28, 2012 and are available at <http://www.southsound911.org/DocumentCenter/View/341>.

Meeting Agenda is as follows:

- I. Call to Order
- II. Roll Call
- III. Public Comment
- IV. Consent Agenda
 1. Approval of Agenda
- V. Staff Updates
 1. Executive Director Briefing – Andrew Neiditz
- VI. Action Items
 1. M2019-05 Approval of PSCC Construction Contract
- VII. Other Business / Announcements
- VIII. Adjournment

REQUEST FOR BOARD OF DIRECTORS ACTION

Date action is requested: 8/19/2019

Title: Motion 2019-05 to award the PSCC Construction Contract to Kassel & Associates in the amount of \$32,753,000 plus applicable sales tax and approve a contingency of \$5,000,000 for a total project expenditure of \$37,753,000 plus applicable sales tax, and authorize the Executive Director to execute the contract.

Attachments: Contract; Bid Submittal Worksheet; PSCC Updated Budget Summary

Type of action: Motion

SUBMITTED BY: Andrew E. Neiditz

RECOMMENDATION: It is recommended that the Board of Directors approve a construction contract in substantially the same form as attached with Kassel & Associates in the amount of \$32,753,000; authorize a project contingency of \$5,000,000; and authorize the Executive Director to execute the contract.

BACKGROUND: The South Sound 911 PSCC Project was advertised for public bid on June 5, 2019, with a submittal due date of July 23, 2019. Two responsive bids were received from Kassel & Associates and FORMA Construction. Kassel & Associates was the apparent low bidder; however, a bid protest was issued by FORMA Construction due to a discrepancy in the bid documents regarding the time allowed for submittal of a subcontractor list. At a court hearing on August 9, 2019, the judge ruled in favor of Kassel & Associates.

The bids submitted for the PSCC Project are under the estimated budget by the architect. There is capacity within the budget to include all alternates included in the bid documents and Pierce County will be issuing bonds to yield proceeds of \$59M instead of the original project estimate of \$65M. Details of the project budget are attached.

Supplementary conditions to the standard AIA contract documents include, but are not limited to, the following:

- Substantial completion within 18 months following the Notice of Award
- Liquidated Damages of \$3,500 per day

Executive Director Review _____



REQUEST FOR BOARD OF DIRECTORS ACTION

- Replacement insurance requirements based on recommended standards from WCIA
- Replacement indemnification language based on recommendations from WCIA

The motion includes a contingency of \$5M for potential change orders. As the County is providing the bond financing pursuant to the previously approved Financing Agreement, any change orders increasing costs will need to first go through the County for approval. This contingency is within the budget for the PSCC Project.

ALTERNATIVES: Reject all bids and rebid project.

FINANCIAL IMPACT: See attached PSCC Budget Summary.

Executive Director Review _____



DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«South Sound 911»«Public Authority»
«955 Tacoma Ave. S »
«Suite 102»
«Tacoma, WA 98402 »

and the Contractor:
(Name, legal status, address and other information)

«Kassel & Associates, Inc. »« »
«7126 180th Ave. NE »
«#C-103 »
«Redmond, WA 98052 »

for the following Project:
(Name, location and detailed description)

«South Sound 911 Public Safety Communications Center (PSCC) »
«3580 Pacific Avenue, Tacoma, WA 98418 »
«New construction of approximately 75,000 square foot emergency communications center and administrative offices »

The Architect:
(Name, legal status, address and other information)

«CallisonRTKL »« »
«Jim Visscher, Lead Architect »
«1420 Fifth Avenue, Suite 2400, Seattle, WA 98101 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

The Contract Documents shall also include the Advertisement for Bid, Instructions to Bidders, Bid Form, Performance and Payment Bonds and other forms required by any of the foregoing.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than «18 months» from the date of commencement of the Work.

[] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| | |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be «Thirty-Two Million Seven Hundred Fifty-Three Thousand » (\$ «32,753,000»), excluding applicable taxes, and subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|--|-----------|
| Perimeter Security Fence | \$407,000 |
| Service and Loading Area Canopy | \$ 55,000 |
| Second Generator and UPS Runtime | \$545,000 |
| Sound Masking at Open Office and Communications Center | \$ 49,000 |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| | | |

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

| Item | Price |
|------|-------|
| | |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| | | |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«\$3,500 per day »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «fifth » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «fifth » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty » («30 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five Percent (5%) will be retained and administered pursuant to RCW 60.28 »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 all legal requirements have been met.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

«X»] Litigation in a court of competent jurisdiction

« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

«Hill International »
«Senior Project Manager Charles L. Westover, PMP, CCM, DBIA »
«Millennium Tower »
«719 2nd Avenue, Suite 1075 »
«Seattle, WA 98104 »
«425.785.6246 CharlesWestover@Hillintl.com
»

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

«Kassel & Associates, Inc. »
«Project Manager Chris Burke »
«7126 180th Ave. NE, #C-103 »
«Redmond, WA 98052 »
«425.828.0236 cell: 425.658.6599 »
«CBurke@kasselandassociates.com »

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 Indemnification/Hold Harmless

The Contractor shall defend, indemnify and hold the Owner and Pierce County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Owner.

If this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner or Pierce County, its officers, officials, employees and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Owner's or Pierce County's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverages as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Owner and Pierce County shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Contractor's Commercial General Liability and Automobile Liability insurance. The Owner and Pierce County shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy. The Excess or Umbrella insurance coverage will drop down when underlying policy aggregate limits are exhausted.
5. Builders Risk insurance covering interests of the Owner, Pierce County, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Owner upon written request by the Contractor and written acceptance by the Owner. Any increased deductibles accepted by the Owner will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the Owner has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the Owner.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$6,000,000 general aggregate and a \$3,000,000 products- completed operations aggregate limit.
3. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.
4. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. Owner Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Owner and Pierce County shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Owner and Pierce County evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Owner and Pierce County. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner or Pierce County shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the Owner waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage.

The Contractor shall furnish the Owner and Pierce County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the Owner a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the Owner, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

J. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Owner and Pierce County are additional insureds on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

K. Notice of Cancellation

The Contractor shall provide the Owner and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

L. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Andrew E. Neiditz, Executive Director »« »

(Printed name and title)

CONTRACTOR *(Signature)*

«Bob Lubash, Vice President »« »

(Printed name and title)



PSCC Budget Summary

| | Construction Document 4/17/2019 | Bid Award Kassel 8/9/2019 |
|--|---------------------------------------|---------------------------------|
| Building SF | 74,461 | 74,461 |
| Cost per SF | \$ 490.26 | \$ 384.77 |
| Building Construction | \$ 36,505,130 | \$ 28,650,370 |
| Sitework/Improvements | 6,048,575 | 3,046,630 |
| Total Base Building + Sitework | \$ 42,553,705 | \$ 31,697,000 |
| FF&E Allowance/Consoles | 2,573,000 | 3,450,000 |
| Technology, AV, Data, etc. | 9,578,000 | 10,080,000 |
| WSST 10.2% | 5,579,880 | 4,613,154 |
| Total Base Other Costs | \$ 17,730,880 | \$ 18,143,154 |
| Total Base Project Costs: | \$ 60,284,585 | \$ 49,840,154 |
| Other Project Costs: | | |
| Owner PM/CM Fees | 1,000,000 | 1,000,000 |
| 35th St. Backup Improvements | 1,500,000 | 2,000,000 |
| Owner's Contingency | 2,000,000 | 5,000,000 |
| Total Other Project Costs | \$ 4,500,000 | \$ 8,000,000 |
| Total Base + Other Project Costs: | \$ 64,784,585 | \$ 57,840,154 |
| Alternates not identified in Base Cost Estimate: | | |
| Fencing/Gates | 649,357 | 407,000 |
| Loading Area Canopy | 65,095 | 55,000 |
| Landscape: Path/Steps/Lighting | 80,000 | - |
| Additional Generator | 243,120 | 545,000 |
| Sound Masking System | 12,000 | 49,000 |
| WSST 10.2% | 107,056 | 107,712 |
| Total Alternates | \$ 1,156,628 | \$ 1,163,712 |
| Total Project + Alternates | \$ 65,941,213 | \$ 59,003,866 |
| Design Fees | \$ 4,382,000 | \$ 4,382,000 |