

#### WE CLASSIFY OUR SERVICES AS DEVELOPMENT MANAGEMENT AND THEY INCLUDE:

### 1. GENERAL

- a. The Consultant shall represent the Owner and to the extent of the owner's wishes, the Consultant shall act as liaison to all project parties, vendors, contractors, consultants, etc.
- b. The Consultant's duty is to protect the Owner's interests in connection with the Project and carry out the requirements of our agreement in an expeditious manner consistent with the interests of the Owner.
- c. Provide full project financial reporting and monitoring including budget and cost report development, and proposal and invoicing review, negotiation and recommendation for payment.
- d. Provide scheduling, providing key dates, and maintain and update the schedule, indicating items requiring attention, alternative courses of action and cause and effect relationships of decisions to be made.

### 2. SUB-CONTRACTOR AND OWNER VENDOR MANAGEMENT

- a. Provide administration and guidance to the Owner in determining the required consultants, vendors, and subcontractors for the project including but not limited to preparation of requests for proposals, bid packages, contract negotiation, and determination of scope of services.
- b. Provide overall coordination of all vendor's activities and progress and act as single point of contact for all vendors.
- c. Schedule, coordinate, and manage all project meetings on an as needed basis to keep pace with the progress of the project.
- d. If determined to be advantageous, implement a pre-purchase program. Consultant shall provide all administration including but not limited to preparation of requests for proposals, contract negotiation, determination of scope of services, review of the vendor's schedules, and all logistics management

### 3. DESIGN REVIEW & COORDINATION

- a. Coordinate, monitor and review the design documents during their development and through completion. The Consultant shall provide recommendations or request the appropriate professionals to provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction and factors related to construction cost.
- b. Provide information and assist in decision making of alternative choices and advise the Owner of the impact on schedule, constructability, general conditions and maintenance.
- c. Assist the Owner in the review of regulations (cost, function and schedule) as they relate to building codes, Landmark regulations and all other applicable AHJ's.
- d. Coordinate value-engineering efforts, if necessary, and coordinate with the project professionals and other consultants to determine the impact of design decisions as they relate to the budget and schedule.



- e. Monitor the design process and compare it to the project's objectives. If the Consultant determines the design decisions are not consistent with the project's objectives of time, cost and quality, the Consultant shall advise the Owner, the architect and other applicable consultants and make recommendations to the Owner.
- f. Review the drawings and specifications with the architect and other project consultants to confirm that they have been properly coordinated between all of the Owner's design professionals responsible for architectural, engineering, code, voice and data communication etc.
- g. Endeavor to eliminate from the drawings potential construction ambiguities and uncertainties and any potential conflicts of trades.
- h. Advise the Owner on the construction contract format, general condition clauses, bid list, bid package and bidding procedures. The Consultant shall review and advise the Owner regarding the credentials and past performance of proposed contractors and sub-contractors.
- i. Oversee the bidding process, including analysis and clarification of bids, participate in interviews with contractors and/or subcontractors, and make recommendations to the Owner for decision.
- j. Negotiate the construction contract cost, terms and conditions with both the contractor and subcontractors and assist the Owner and/or the Owner's attorney, as the case may be, in the preparation of a final contract document.

## 4. CONSTRUCTION MANAGEMENT

- a. Provide full time on site construction supervision.
- b. Prepare construction schedule including all other Owner's vendors schedules and ask for modifications if necessary.
- c. Monitor progress against this schedule throughout the term of the Project.
- d. Monitor the work progress of the individual components to ensure they are progressing in tandem.
- e. Monitor the performance of all subcontractors to ensure that the quality of the work remains at the required level.
- f. Manage safety program and maintain safety procedures according to local statutes, laws and codes.
- g. Ensure that all insurance documentations is maintained for all subcontractors, suppliers, and vendors (including materials stored offsite) throughout the entire duration of the construction project.
- h. Request changes in the work flow to ensure that the project stays on schedule and suggest measures to prevent delays or eliminate causes for delays.
- i. Monitor all other material suppliers contracted by the Owner (such as the communications system, and other vendors).
- j. Establish and implement change order procedures.



- k. Analyze and verify the need for change orders, negotiate their cost and verify any contractor or vendor claims of Owner delays or conflicts arising from field conditions.
- I. Implement procedures for submission and verification of payment requisitions.
- m. Regulate the establishment of a rolling punch list and monitor punch list completion.
- n. Verify that the architect monitors the quality of materials and workmanship to confirm theyconform to the specifications and to the nature of the project and report deviations to theowner.
- o. Maintain communications between all parties involved in the project. Develop and administer written procedures for communication among the project parties to deal with administrative matters necessary for the proper and timely execution of the entire project by the project parties. Maintain a project file and distribution of all project information to the project parties as necessary.
- p. Monitor all project parties' performance and provide coordinated project reporting to Owner.
- q. Develop, implement and administer procedures for the review and processing of applications by the Owner's contractor and other project parties for progress and final payments, including processing all such payment requisitions and making recommendations for and certifications to Owner with respect to such progress and final payments. Maintain copies of all such applications and a record of all payments and provide tracking of all payments made by Owner.
- r. Schedule, coordinate, conduct and supervise project meetings with project parties as appropriate for the orderly progress of the work and prepare and distribute minutes of all meetings and shall track the progress of all action on items outlined.
- s. Review, reconcile (including required back charges, withholdings, or other payment claims and disputes) and provide approvals to Owner.
- t. Advise Owner with respect to permits, variances, or approvals that are required for the Project and/or that Owner is obligated to obtain. Confirm for Owner all required permits and approvals are obtained by project parties, and monitor same.
- u. Monitor and facilitate inspections, including any required special inspections.
- v. Assist in determining the dates of substantial and final completion, including walk-throughs and preparation of punch list.

# 5. POST CONSTRUCTION

- a. With the Owner's architect and engineer, the Consultant shall observe final testing and startup of utilities, operational systems and equipment and verify the delivery of instructions and manuals.
- b. Following the project's substantial completion, the Consultant shall oversee the preparation by the Contractor and architect of a list of incomplete or unsatisfactory items with values and a schedule for their completion. The Consultant shall participate in inspections by the architect to verify the completion of such items.



- c. At the end of the project, the Consultant shall obtain from the Contractor and transmit to the Owner warranties and similar submittals required by the contract documents for the Project and monitor the delivery of all keys, manuals, record drawings and maintenance information to the Owner.
- d. At the completion of the construction elements that are approved by the Department of Buildings, the Consultant shall monitor the activities of the architect and the Contractor to ensure all required sign-offs, Letter of Completions or Certificate of Occupancy are received.
- e. On behalf of the Owner, the Consultant shall execute required maintenance contracts with vendors such as HVAC, security, etc. to ensure proper function of systems after project is complete.

# **6. LEASING SUPPORT**

- a. Provide development and construction support to Owner and Owner's leasing team as required during term sheet and lease negotiation with prospective office and retail tenants.
- b. Review and comment on all development and construction related items in term sheet and lease.
- c. Attend any meetings as required.
- d. Provide coordination with tenants during their design phases to ensure their designs are in conformance with the lease requirements and the owner's construction.