

PROJECT MANAGEMENT AGREEMENT

City of Lafayette

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is effective as of this 28th day of May, 2020, between the City of Lafayette ("Owner"), and CORE Planning Strategies, LLC, ("Project Manager").

WHEREAS, the Owner desires to construct a new Municipal Building to include a Police Station and 500-600 space parking garage for city employees and the public at 6th Street, Lafayette, IN herein as the "Project."

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1.1 The term "Designer" means and includes all architects and engineers furnishing architectural/engineering services in connection with any aspect of the Project (the "Work").

1.2 The term "Builder" means and includes all construction managers as constructors, subcontractors, materialmen, suppliers and vendors performing and/or furnishing labor, services, materials, supplies and equipment (the "Work") and incorporated herein.

1.3 The term "Contract Documents" means and includes the drawings and specifications relating to any Project prepared or to be prepared by the Designer.

1.4 All of the service described in this Section 1.7 and in the following Sections 1.9-1.15 shall all be considered "Services" under this Agreement.

1.5 The Services to be performed under this Agreement shall commence the date of this Agreement and shall be completed no later than the schedule outline in Section 1.10.

1.6 The Project Manager is not an agent of the Owner, but an independent contractor with authority to act on behalf of the Owner only to the extent provided in this Agreement.

1.7 The Project Manager shall further the interests of the Owner by furnishing the Project Manager's best skill and judgment in planning, managing, and coordinating the design and construction phases of the Project. The Project Manager's Representative shall furnish a qualified professional staff for the performance of the services under this Agreement. The Project Manager shall provide the persons identified in Exhibit A attached hereto.

1.8 Notwithstanding any other provision of this Agreement, it is the intent of the parties that CORE Planning Strategies, LLC shall act as the Project Manager in connection with the Project. Therefore, the Project Manager shall (i) assist the Owner in the performance of all Owner obligations under the Contract Documents; (ii) review all documents submitted to the Owner for review under the Contract Documents and make appropriate recommendations to the Owner, and (iii) take such action as it deems necessary to protect the Owner's interests in the Project, including budgeting, scheduling and quality.

1.9 The Project Manager shall provide services as denoted in Exhibit B.

1.10 The Project Manager shall develop an overall project schedule and budget. The cost reporting system will be provided by the Owner. The preliminary design and construction schedule are forecasted as:

Month	Design Phases	Construction Phases
May-20	Pre Design	
Jun-20	Pre Design	
Jul-20	Pre Design	
Aug-20	Schematic Design	
Sep-20	Schematic Design (SD)	
Oct-20	Schematic/Design Dev	
Nov-20	Design Development (DD)	
Dec-20	Design Development	
Jan-21	Design Development	
Feb-21	Design Development	
Mar-21	Constr Docs	GMP Bidding
Apr-21	Constr Docs	Construction
May-21	Constr Docs	Construction
Jun-21	Constr Docs	Construction
Jul-21	Constr Docs	Construction
Aug-21		Construction
Sep-21		Construction
Oct-21		Construction
Nov-21		Construction
Dec-21		Construction
Jan-22		Construction
Feb-22		Construction
Mar-22		Construction
Apr-22		Construction
May-22		Construction
Jun-22		Construction
Jul-22		Construction
Aug-22		Construction
Sep-22		Construction
Oct-22		Construction
Nov-22		Construction

1.11 The Project Manager shall coordinate with the Owner and provide direction to the Owner’s Designer and Builder.

1.12 The Project Manager will provide a technical review of Schematic Design, Design Development and Construction Documents (three design phases) and provide a written deficiency list for Owner review and comment. Project Manager will also work with Designer and Builder to work through all identified deficiencies. A review of Pre-Design will also be provided; however, this is more of a programmatic review against the established requirements.

1.13 The Project Manager shall act as the Owner during design and construction phases and take such action (or recommend such action to the Owner) to see that the Project is completed in accordance with its requirements.

1.14 The Project Manager shall participate in the Builder’s “punch lists” walkthrough to identify construction items which may be unfinished, outstanding, incomplete or in need of correction and shall supplement or modify any such punch list based upon the Project Manager’s own inspection of the Work.

1.15 The Project Manager shall review each Builder’s final application for payment and monitor the final payment process to ensure that payment is made in accordance with the Contract Documents.

1.16 Basic Compensation.

1.16.1 For all services, as described in this Agreement, Project Manager's Compensation shall be a fixed fee of two-hundred and eighty-four thousand, four hundred and twenty-five Dollars (\$284,425). Such amount includes all amounts payable to Project Manager. Such amounts include all amounts payable to Project Manager except for such reimbursables as set forth in Section 1.18.

1.16.2 Payment shall be made in monthly installments as identified in the Exhibit C – Fee Schedule. In the event of delay, such monthly payments shall be recalculated and paid as agreed upon by the Owner and the Project Manager, based on the percentage of work completed.

1.17 Compensation for Additional Services.

1.17.1 Compensation for Additional Services shall be based upon hourly rates of compensation computed based on the following Hourly Rates. No Additional Services shall be provided or billed for by Project Manager unless agreed to in writing by Owner.

1.17.2

Employee Classification	Hourly Rate
Managing Principal	\$ 230
Senior Project Manager	\$ 180
Project Manager	\$ 170
Project/Construction Coordinator	\$ 112
Executive Administrative Assistant	\$ 88

1.18 Reimbursables will not exceed Twenty Thousand Dollars (\$20,000) and will include mileage based on current IRS rates and external printing services. Payments are due and payable thirty (30) days from the date of the invoice.

1.19 The Project Manager, at no expense to the Owner, shall carry and maintain insurance as set forth in the City of Lafayette Standard Terms and Conditions attached as Exhibit "D".

1.20 The Project Manager will undertake all such additional activities not expressly stated that are reasonably necessary or appropriate to advise the owner on all foreseeable issues in the design and construction of the new building without additional compensation unless otherwise agreed to by the parties in writing.

1.21 This Agreement shall be governed by the law of the State of Indiana without regard to conflict laws.

1.22 All of the remedies permitted or available to either party under this Agreement, or at law in equity, shall be cumulative and shall survive the termination of this Agreement or the completion of the Project, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. However, remedies that survive termination of this Agreement as stated above only service for an amount of time equal to the applicable statute of limitations for a specific claim brought.

1.23 In the event that any term or provision, or part thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid, void or unenforceable shall not be affected thereby and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.24 The Project Manager and the Owner hereby irrevocably consent to the jurisdiction of the State or Federal courts located in Indiana over any matter relating to this Agreement and, to the extent permitted by law, waive any objection based on venue to a proceeding in any such court.

1.25 If the Project Manager employs any person, firm or corporation to perform any of its services, payment for such service or performance shall be the sole responsibility of the Project Manager.

1.26 Any liability of the Project Manager is limited to the amount of the fee, and information furnished by others is assumed to be true and reliable. If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.27 If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.28 Termination Without Cause. Either party may terminate this agreement without cause upon thirty (30) days written notice. In the event of termination, Owner shall pay Project Manager the monthly installment provided in Exhibit C, pro-rated through the date of termination. No additional amounts shall be due from Owner to Project Manager.

1.29 The City of Lafayette Standard Terms and Conditions for Professional Services (Exhibit D) are incorporated herein and in the event of conflict shall control

OWNER:

City of Lafayette

By: _____

Printed:

Title:

PROJECT MANAGER:

CORE Planning Strategies, LLC



Printed: Debra S. Kunce, FAIA

Title: Managing Principal

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this ____ day of _____, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

Don Teder

Shelly Henriott

ATTEST:

Dave Moulton

Randy Bond

Exhibit A – Proposed Staffing

Staff Name	Company Name	Team Role
Deb Kunce, FAIA	CORE Planning Strategies, LLC	Managing Principal
Katie Robinson	CORE Planning Strategies, LLC	Project Manager
Susan Drattlo	CORE Planning Strategies, LLC	Executive Assistant

CORE Planning Strategies offers a blended staffing model which represents decades of experience in planning, design and construction. Deb Kunce will be the Project Executive and key contact throughout the project.

Exhibit B – Matrix of Responsibilities

		Owner / Legal / Insurance	Owner's Rep (CORE Planning Strategies)	Architect / Engineer (AE)	Construction Manager as Constructor (CMc)
Master Project Coordination	Master Budget and Schedule				
		Develop, Update, and Report		x	
		Review / Input	x		input
		Approve	x		
	Communications				
		Develop content and monthly communications flyers		x	
		Commission meeting updates		x	x
		Review / Execute	x		
	Contract Procurement				
		AE Contract	Approve	Review	Develop
		CMc Contract	Approve	Review	Review
		Owner's Rep Contract	Approve	Develop	
Pre-Design / Design / Construction	Design Phase / Preconstruction				
		Design and Documentation			x
		Technology infrastructure design/requirements			x
		Coordination / Precon Meetings	x	x	Lead
		Work thru Project Constraints	x	x	Lead
		Construction cost estimates & constr scheduling			
		Technical Reviews and value engineering		x	x
		Contract compliance		x	
		Review and Recommend		x	
		Approval	x	Facilitate	
	Surveyor and 3-D Scanning				
		Solicit quotation		x	Input
		Approve / Contract	x		
	Environmental (including UST removal)				
		Develop professional services scope and solicit quotations		x	
		Coordinate their work with other team		x	x
		Permitting			
		Approve / Contract	x		
	Construction Testing				
		Solicit quotations		x	scope
		Review			x
		Approve / Contract	x		
	State/Local Agency Permitting				
		Rezoning, local approvals, or variances	x	Support	x
		Submit/secure State and Local Gov't Approvals			x
		Construction Permitting			
	Construction Phase				
		Execute / Implementation			
		Coordination Meetings	x	x	x
		Review Change Orders	Approve	Recommend	Review
		Review/Approve SOV and Pay Apps			x
		Review for SOV/Pay App Compliance		x	
		Approve / Contract	x	x	
	Post Construction Phase				
		Lead claim resolutions - warranty			x

			Owner / Legal / Insurance	Owner's Rep (CORE Planning Strategies)	Architect / Engineer (AE)	General Contractor (GC)
Ancillary Vendor Procurement	Signage (Interior and Exterior)					
		Develop scope and solicit quotations		x	integrate	
		Review	x	x		
		Approve / Contract	x			
	Relocation Services					
		Solicit quotations		x		
		Facilitate Relocation Planning	x			
		Approve / Contract	x			
	Furniture, Fixtures, and Equipment					
		Furniture Partner selection	x			
		Work with vendor to develop & coordinate scope	x	support		
		Coordinate during design phase		support	x	
		Coordinate during construction phase		x		
		Approve / Contract	x			

Exhibit C – Fee Schedule

Month	Design Phases	Construction Phases	Revised Invoicing
May-20	Pre Design		\$ 9,175
Jun-20	Pre Design		\$ 9,175
Jul-20	Pre Design		\$ 9,175
Aug-20	Schematic Design		\$ 9,175
Sep-20	Schematic Design (SD)		\$ 9,175
Oct-20	Schematic/Design Dev		\$ 9,175
Nov-20	Design Development (DD)		\$ 9,175
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Sep-21		Construction	\$ 9,175
Oct-21		Construction	\$ 9,175
Nov-21		Construction	\$ 9,175
Dec-21		Construction	\$ 9,175
Jan-22		Construction	\$ 9,175
Feb-22		Construction	\$ 9,175
Mar-22		Construction	\$ 9,175
Apr-22		Construction	\$ 9,175
May-22		Construction	\$ 9,175
Jun-22		Construction	\$ 9,175
Jul-22		Construction	\$ 9,175
Aug-22		Construction	\$ 9,175
Sep-22		Construction	\$ 9,175
Oct-22		Construction	\$ 9,175
Nov-22		Construction	\$ 9,175
Total			\$ 284,425

Exhibit D – Standard Terms and Conditions Professional Services and Certificate of Insurance
(see attached)

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – aggregate limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, ~~non-renewal or significant change~~ of coverage. Consultant’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of Consultant’s available coverage.
 - B. Worker’s Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.
8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.
9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.
10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.
11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.
12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.
13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.
14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the vendor entering into a contract with the City of Lafayette is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The vendor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the vendor, being first duly sworn, deposes and states that the vendor does not knowingly employ an unauthorized alien. The undersigned further affirm that, prior to entering into its contract with the City of Lafayette, the undersigned vendor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Vendor): CORE PLANNING STRATEGIES, LLC

By (written Signature): 

(Printed Name): Debra S. Kuncce

(Title): Managing Principal

Important – Notary Signature and Seal Required in the Space Below



STATE OF Indiana
COUNTY OF Marion

SS:

Subscribed and sworn to before me this 8th day December, 2017.

My commission expires: 3/3/24 (Signed): 

Residing in Johnson County, State of Indiana

April 20, 2020

To Whom It May Concern:

Core Planning Strategies, LLC has entered into a Co-Employment Agreement with WorkSmart Systems, Inc. via a client service agreement. This allows Core Planning Strategies, LLC to outsource all payroll and HR functions to WorkSmart Systems, Inc.

WorkSmart Systems, Inc. is a registered Certified Professional Employer Organization in the state of Indiana, employing over 8,000 employees across approximately 250 individual client companies and 43 states ranging in size from 1 employee to over 300. Professional Employer Organizations (PEO's) enable clients to outsource the management of human resources, employee benefits, and payroll services.

When entering into a PEO relationship, the PEO is considered the employer of record and all taxes and payroll forms are prepared in the name of the PEO. As a result of this "co-employment" relationship, WorkSmart Systems, Inc. prepares all employee pay checks, W-2's and tax filings as a single employer, is considered the employer of record for unemployment insurance filings, and offers worker's compensation coverage and large-group employee health and wellness programs to all eligible co-employees. As a result, no tax filings exist specifically for employees of Core Planning Strategies, LLC under their tax ID number(s).

Contractually, WorkSmart Systems does not have the right to take any operational control over Core Planning Strategies, LLC and the business is free to operate in the way it sees fit. In addition, all employees of Core Planning Strategies, LLC remain employees of Core Planning Strategies, LLC and the work they do for the organization does not change by nature of this relationship. WorkSmart Systems simply becomes the "employer of record."

Additionally, WorkSmart Systems is a registered E-Verify employer (ID: 435992) and verifies all client's new hires through the E-Verify system. WorkSmart, through consultations with NAPEO (National Association of Professional Employer Organizations) and its team of immigration and PEO attorneys, has taken the position that registering as the employer and verifying all new hires satisfies the reporting requirements of SEA-590.

Should you have any additional questions please feel free to call me at (317) 585-7870 or e-mail me at dtennessen@worksmartpeo.com.

Sincerely,



Dawn Tennessen
HR Generalist

Please note this letter is being provided to demonstrate our employees are covered under the worker's compensation plan of WorkSmart, based on the co-employment agreement.

Debra S. Kunce, Managing Principal
CORE Planning Strategies