

Date: November 2, 2015

**AMENDMENT No. 5
to
City of Foley, Alabama
Master Services Agreement**

for

Agreement approved and adopted June 17th, 2013

by and between

**City of Foley, Owner
and
Hoar Program Management LLC, Consultant**

The following changes in the said contract are made therein:

Modify the Agreement per article 5.2.1 of Master Services Agreement and Article 3 of Master Services Agreement to incorporate HPM's Revised Scope of Services for the Foley Sports Tourism Event Center to include:

3.1 Pre-Design Phase:

3.1.1 Assist the Owner in establishing specific project priorities within the Program, particularly from the standpoint of constructability and communicate these items to the Designer of Record.

3.1.2 Develop and Maintain Owners Master Budget at each Design Development Phase. Master Budget shall include all Owner Costs including Capital and Soft Costs. The Budget shall also include a contingency amount acceptable to the Owner. Program Manager shall recommend Value Engineering Items where possible. Owner recognizes that PM will perform in accordance with the Standard of Care established in the Master Services Agreement and that PM has no control over the costs of labor, materials, equipment or services furnished by others, or over Prime Contractor's methods of determining prices, or over competitive bidding or market prices. Accordingly, PM does not guarantee that proposals, bids or actual construction costs will not vary from such budgets as amended from time to time. If a budget is exceeded Owner will give written consent to increasing the Budget, or authorize negotiations or rebidding of the Project within a reasonable time, or cooperate with PM and Designer of Record to revise the Project's general scope, extent or character in keeping with the Project's design requirements and sound design practices, or modify the design requirements appropriately.

3.1.3 Provide the Designer of Record with a copy of the Project Budget for developing the Contract Documents at the onset of the Design Phase, and make recommendations to Owner

3.2 Design Phase

3.2.1 Monitor Design Development at 30%, 60% and 90% Design Development Phases and Recommend Value Engineering Options to Designer of Record where applicable.

3.2.2 Review the design documents at 30%, 60% and 90% intervals and make recommendations to Owner and Designer of Record as to conformance with the Owners Program; as to clarity and consistency. The recommendations resulting from such review shall be provided to Owner and Designer of Record in writing or as notations on the design documents. PM's actions in

making such reviews and recommendations as provided herein are to be advisory only to Owner and to Designer of Record. In making reviews and recommendations as to design documentation or design matters PM shall not be responsible for providing nor will PM have control over the Project design, design requirements, or the substance or contents of the design documents.

3.2.3 Review Change Order Proposals and Request for Time Extensions, and make recommendations to Owner.

3.2.4 Act as Owner's Representative / Liaison between City of Foley and Designer of Record

3.2.5 Review Designer's Design Schedule and make recommendations to Owner.

3.2.6 Conduct periodic project meetings and keep and distribute minutes of such meetings.

3.2.7 Review communications, reporting and approval procedures with the Owner and recommend changes that will expedite progress of the Program without compromising fiscal accountability.

3.3 Bid and Award Phase

3.3.1 Develop and maintain in conjunction with the Designer of Record, a bidder list of potential General Contractors for each Bid Package, and assist the Designer in distributing project announcements to bidders for each bid package

3.3.2 Assist the Designer of Record in issuing bid documents to bidders.

3.3.3 Attend a Pre-Bid Conference held by the Designer of Record and assist with fielding questions regarding the Contract Documents.

3.3.4 Review all addenda to determine if costs associated with the addenda may have budget implications. Recommend adjustments/trade-offs, as needed, to maintain project budget.

3.3.5 Assist the Designer of Record and the City of Foley in evaluating bid proposals for each Bid Package and make recommendations for contract award.

3.3.6 Assist the Designer of Record in preparing and issuing Prime Contractor Contracts.

3.3.7 Assist the City of Foley and Designer of Record in issuing a Notice to Proceed to begin construction and establish the contracted commencement and completion dates for each package.

3.3.8 Conduct a Pre-Construction conference with the assistance of the Designer of Record.

3.3.9 Monitor each Contractors' progress with project start-up activities (mobilization, securing permits, providing submittal data, securing temporary utilities, etc.)

3.3.10 Secure construction schedules from contractors and review for compliance with the established Project Schedule.

3.3.11 Establish Progress Payment Schedule for Designer of Record and Prime Contractor's.

3.4 Construction Phase

3.4.1 Pre-Construction Conference: Program Manager shall conduct a Pre-Construction Conference for the Owner during which the Program Manager shall review the Project staffing, scheduling, reporting procedures, rules, and other pertinent issues.

3.4.2 Permits, Bonds and Insurance: Program Manager shall assist the Owner and Designer of Record in the verification that the required permits, bonds, and insurance, have been obtained.

3.4.3 Construction Administration Procedures: Program Manager shall review and provide recommendations in conjunction with the Designer of Record and as requested by Owner for items such as RFI's, shop drawings, samples and other submittals; schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of project logs and other project documentation. The Program Manager shall designate the party to whom all such information shall be submitted.

3.4.4 General Reporting: Program Manager will prepare and issue weekly progress reports for the project. This report will include updates on critical issues for resolution, schedule progress, and other progressive action items. The Program Manager shall take weekly photos of the work and store these photos in the quality control manual at the project site. A sampling of these photos will be shared in the weekly report and will be available upon request.

3.4.5 Samples, and Other Submittals: Program Manager shall establish a project submittal register and facilitate the Submittal Process between the Prime Contractors and Designer of Record. Program Manager shall assist the Owner with review and approval of those special submittal items requiring Owner's Approval. Program Manager shall retain a copy of all project approved submittals for delivering to the Owner upon project completion.

3.4.6 Project Site Meetings: Program Manager shall conduct regularly scheduled meetings at the Project site and as appropriate shall conduct/attend other coordination meetings with the Designer of Record, and Owner. The Program Manager shall issue meeting minutes for each meeting.

3.4.7 Change Orders: Program Manager in conjunction with the Designer of Record, shall establish and implement a change order control system on behalf of the Owner for reviewing and making recommendations for submitted Change Orders by the Contractor's. The parties intend that changes to the Contract between Owner and Contractor can only be accomplished by written change orders executed by Owner. Program Manager in conjunction with the Designer of Record, shall review the contents of all Contractors request for changes to the Contract Time or Price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request, and based on such evaluations make recommendations to the Owner.

3.4.8 Schedule of Values (Each Contract): Program Manager shall review Schedule of Values submitted by the Contractor in conjunction with the Designer of Record for the construction contract and make recommendation for approval to the Owner. The Schedule of Values shall be the basis for the allocation of the total Contract price. Progress payments to Contractor's shall be based on Contractors percentage of completion of the scheduled activities for that period.

3.4.9 Progress Payments: Program Manager shall review in conjunction with the Designer of Record; the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of Contractors Work for that period. The Program Manager shall make appropriate recommendation as to approval for each payment application for Owners final approval and execution.

Modify article 4 of agreement to extend the duration of the agreement from April 30th, 2016 to May 31st, 2017.

Modify article 7.1 Basis of Contract Price to include:

- Increase current contract amount by \$902,400.00 for performing The Revised Scope of Services as described above.

Basis of fee for Amendment in addition to scope of services:

Anticipated NTP is November 3, 2015

Anticipated start of construction is April 1st, 2016

Anticipated construction completion is March 31st, 2017

Anticipated construction closeout completion is May 31st, 2017

If the anticipated basic scope of services changes significantly and/or construction period extends beyond our current anticipated completion date's HPM will follow the procedures outlined in article 5 of the current contract.

The Owner and the Consultant agree to the terms of this Amendment as contained herein.

CONTRACTING PARTIES

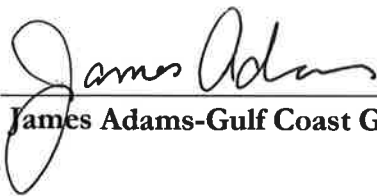
Consultant

Owner

Hoar Program Management, LLC

City of Foley

By: _____



James Adams-Gulf Coast Group Leader

By: _____

John Koniar - Mayor