

EXHIBIT C

CM@RISK DESCRIPTION OF GENERAL CONDITIONS SUPPLEMENT

A. GENERAL CONDITIONS COSTS

In connection with the Construction Work, the Construction Manager at Risk (hereafter referred to as "CM@R") is responsible for the General Conditions Costs and associated scope of services, including all costs and services identified in this Exhibit.

The CM@R's total compensation for the Project's General Conditions Costs is limited to the amount negotiated by the parties.

General Conditions costs shall be included in the Guaranteed Maximum Price (hereafter referred to as "GMP") and paid on a monthly basis, upon receipt and acceptance by the City of the GMP.

For any Agreed Fixed Price Proposal (hereafter referred to as "AFFP") issued before the GMP is accepted, the General Conditions costs specific to the Work Package, if any, will be included in the AFFP and will be paid with the schedule established for the Work Package.

General Conditions Costs shall include costs for the following items incurred during the Construction Period, as defined in the General Conditions:

(1) CM@R office expenses

- If required, as defined under Section 10.8.3 of City's General Conditions, the CM@R shall maintain a suitable office at the Project Site (hereafter referred to as CM@R's Field Office) during the performance of construction, which shall be the headquarters of the CM@R Representative authorized to receive drawings, instructions or other communication or articles. Any communication given to the CM@R Representative or delivered to the CM@R's Field Office in the CM@R Representative's absence shall be deemed to have been delivered to the CM@R.
- CM@R Field Office mobilization and demobilization, furniture and furnishings (as required by Contract)
- Field Office janitorial, to include removal of Field Office waste
- Reproduction services (off-site or custom)
- CM@R's Field Office copy machines, fax machines, printers, scanners, paper shredders, etc., necessary to effectively execute the Construction Work.
- CM@R Field Office computers and their associated software, networking/infrastructure and maintenance.
- CM@R Field Office telephones and telephone service (as required by Contract)
- Jobsite radios/cellular phones (limited to CM@R's Project staff only)
- Field Office related postage, courier and expressage
- Scheduling expenses
- Job travel, lodging and meal expenses for non-local staff
- Job meeting expenses

- Temporary parking and laydown areas
- Storage facilities, as required
- Office supplies for Field Office
- Labor and travel associated with Partnering Sessions
- Construction redline drawings
- Project specific signage

(2) Temporary amenities for CM@R site activities:

- Temporary toilets
- Temporary fire protection
- Fencing and protected walkways
- Temporary water distribution and meters
- Temporary electrical distribution and meters
- Site erosion control
- Temporary field offices
- Drinking water and accessories
- Cleanup and dumpsters
- Temporary heat and ventilation

(3) Site cleanliness and housekeeping

- Daily site clean up
 - o The CM@R shall maintain a neat and orderly Project Site, to the satisfaction of Owner, and it shall be free from debris, litter and clutter at all times. The CM@R also shall keep the roadways and Project parking lots, on and around the Project Site, clean, free from construction debris, suitable for their designed use and CM@R shall provide washing of trucks and related equipment, as required.
- Building cleanup
 - o The CM@R shall ensure that the Project Site is maintained at a level of cleanliness deemed acceptable by Owner at all times, from the inception of construction through Project Acceptance.
- Final facilities cleaning
 - o The CM@R shall provide the final interior and exterior cleanings of the building and parking facilities to the satisfaction of Owner. The CM@R shall restore all areas to a condition equal to or better than that existing upon the CM@R's mobilization to the Project Site.

(4) Construction trade training program

(5) Health and safety program

(6) Security program

- (7) Project information and documentation
- (8) Construction management labor. Salaries of CM@R's employees at or below the level of Project Director, when engaged on the Construction Work and stationed at the Field Office, including, but not limited to:
 - CM@R administration and management
 - Surveying, including Registered Professional Land Surveyor and layout crew
 - Quality assurance/quality control
 - Safety Officer
 - Outreach & Diversity Coordinator
- (9) Tools and equipment related to those CM@R employees listed in (8) above, as well as insurance related to those CM@R employees listed in (8) above, unless insurance is covered under an Owner Controlled Insurance Program or an Owner-approved Contractor Controlled Insurance Program (hereafter referred to as "CCIP").
- (10) Work Requirements
 - Surveying equipment and tools
 - Miscellaneous support labor and coordination, including any traffic control and temporary street closure requirements around the Project Site.
 - Surveying and layouts, including establishing and maintaining horizontal and vertical control at all times during the Construction Period.
 - Installation, periodic inspection and the removal of temporary Project Site lighting, including specific task lighting.
 - Installation, periodic inspection and the removal of emergency lighting.
 - Installation, daily inspection and the removal of miscellaneous temporary barricades, fencing, partitions and other means of temporary separation/isolation on the Project Site during the Construction Period, including any temporary covered wooden walkways for sidewalks.

B. EXCLUSIONS

CM@R's General Conditions Costs shall not include any of the following items, which may be included as part of the allowable construction costs, as and to the extent provided in the CM@R Agreement:

- (1) Construction equipment and tools
 - Layout/Batterboards
 - Site surveys and soils report
- (2) Permanent construction
 - Trade contract cost
 - Self-perform labor and materials
 - Materials incorporated in the Construction Work

- (3) Testing and inspection
- (4) Construction work requirements
 - Winterization/weathereffects mitigation of all equipment, supplies, materials and facilities.
 - Winterization and other related undertakings, as required, to mitigate any adverse impacts to the schedule from the effects of weather.
 - Noise abatement, barriers, etc.
 - Miscellaneous de-watering requirements.

(5) Owner-Required Taxes/Insurance/Fees

Each of the following shall be paid by Owner through the CM@R at actual cost, without CM@R markup or CM@R fees applied, upon submittal with monthly pay requests by the CM@R with necessary and/or City-requested backup/receipts

- Building permits
- Project required special permits, licenses and fees
- Utility connection permits and/or fees for permanent Project assets
- Operational permits
- Worker's Compensation Insurance for CM@R personnel not specifically identified in subsection A(8) of this Appendix
- Owner-approved CCIP Insurance
- Sales, use and gross receipts taxes (Owner is a tax-exempt entity)
- Performance and Payment Bonds
- Easements
- Impact Fees
- Builder's Risk Insurance