AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND VANCE BROWN, INC.

This Agreement is entered into this 14th day of December, 2021, by and between the County of San Mateo, hereinafter called "County," and Vance Brown, Incorporated, hereinafter called "Contractor," and collectively the "Parties." **It is agreed by the Parties as follows:**

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Appendix 1 – Old Maguire Correctional Facility Renovation Planning Set dated November 3, 2021 (and the list of drawings constituting this Planning Set dated November 3, 2021), subject to revisions to such Planning Set agreed by the parties in the approval process ("Renovation Project")

Appendix 2 – Certificate of Liability Insurance and Workers Compensation Coverage, Additional Endorsements, and Workers Compensation coverage certification, dated November 9, 2021.

Appendix 3- List of Exclusions dated October 1, 2021

Appendix 4 – Form of Change Order Request and Form of Payment Request (The parties understand and agree that Contractor will use AIA Document G702 (Application and Certificate for Payment) with appropriate supporting documentation to request all payments under this Agreement.)

Appendix 5 – Contractor's Employees Labor Rate Schedule

2. Services to be Performed by Contractor

In consideration of the payments set forth below, Contractor shall perform the following services:

a. Renovations to Old Maguire Correctional Facility: Facilitate design for the remodeling and renovation of Old Maguire Correctional Facility, located at 330 Bradford Street, Redwood City, California; remodel and renovate the Maguire Correctional Facility , as generally described and depicted on the plans and specifications for the Renovation Project attached as Appendix 1 (provided, however, that the scope of work for the Old Maguire Correctional Facility covered by the Contract Base Fee (as defined below) shall not include Furniture, Fixtures, Equipment, and other items identified as ineligible by the Donor (as defined below), as set forth in Appendix 3).

b. The Parties anticipate the design and requirements for the Renovation Project may be revised, but not materially altered, from the plans and specifications attached hereto as Appendix 1.

c. The Parties agree that Mr. John Arrillaga, sometimes referred to herein as the "Donor," shall have full authority to direct the Contractor with regard to Project design, Project scope of work, and Project schedule, consistent with the terms of the Appendices listed above in Section 1, and that such Project-related decisions made by the Donor shall be binding on Contractor and the County.

3. Payments, Payment Requests and Change Order Requests

In consideration of the Project services provided by Contractor and described above, County shall pay Contractor based on the following schedule and terms:

County shall pay Contractor the total amount of Twenty Five Million Dollars ($25,000,000) for the work to be performed for the Renovation Project (the "Contract Base Fee"), which shall comprise the County's base

fiscal obligation for all work to be performed on the Renovation Project. In addition to the Contract Base Fee, Contractor shall also have fiscal responsibility for any and all costs incurred pursuant to Section 10.c. below, and these additional costs will be reimbursed to Contractor on a cost-plus basis. Specifically, the agreed mark-up on direct costs for this work not covered by the Contract Base Fee shall be 7.5% of such direct costs. County shall have no other fiscal responsibility for the Project beyond the amount of the Contract Base Fee and the additional fiscal responsibility stated above in this Section 3. If amounts beyond the amount paid by County as the Contract Base Fee pursuant to this Section 3 are necessary to complete such Renovation Project work, Contractor shall nevertheless be responsible for performing such Renovation Project work and seeking compensation from other sources, including from the Donor, unless County requests additional services and/or scope of work beyond that described in Appendix 1 and the Parties agree in writing to proceed with said additional services and/or scope of work, in which case, Contractor will be reimbursed for such additional services and/or scope of work on a cost-plus basis with the mark-up on such direct costs being at the rate of 7.5% of such direct costs. The County shall release funding to Contractor as follows:

a. Renovation Project Work in Appendix 1: – County shall pay Contractor Twenty Five Million Dollars ($25,000,000) for the work on the Renovation Project as set forth in Appendix 1, disbursed to Contractor as follows:

   The County will pay Contactor Two Million Eighty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($2,083,333.33) within fifteen days of the execution of this Agreement by both parties. The County will pay the Contractor another Two Million Eighty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($2,083,333.33) on the first day of the month immediately following the date that construction on the Project commences. On the first day of the month of each of the next ten (10) months thereafter, the County will make a payment to Contractor of Two Million Eighty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($2,083,333.33).

b. Change Order Requests: Prior to performing any work that is not covered by the Contract Base Fee including, but not limited to, all matters described in the List of Exclusions at Appendix 3 to the Agreement, the Contractor shall provide the County with a Change Order Request Form materially in the form set forth in Appendix 4, which describes the proposed work/change; the net amount proposed to be charged for the described work (along with reasonably detailed documentation to justify the amount proposed to charged (e.g., copies of proposals for the work and materials described in the Change Order Request)); and the impact of the proposed work on the Renovation Project schedule. The County shall promptly consider and respond in writing to, all Change Order Request Forms submitted by Contractor and Contractor shall not proceed on the work described in a Change Order Request Form until it has been approved, in writing, by the County.

c. Payment Requests: For all work performed that is not covered by the Contract Base Fee and that was described in a Change Order Request, as described above in this Section 3.b., Contractor shall, from time to time, submit written payment requests to the County in a form that conforms to Appendix 4 to this Agreement, with such payment requests accompanied by reasonably detailed supporting documentation of expenditures by Contractor for Renovation Project work (e.g., copies of invoices for the labor and for the materials). Contractor shall invoice District for all work on the Renovation project that is not covered by the Contract Base Fee at the labor rates set forth in Appendix 5 that corresponds to the crafts employed in providing the Renovation project work. County will pay Contractor within thirty (30) days from receipt of such payment requests, provided, however, that the County will promptly notify the Contractor if County has any disputes regarding matters set forth in a Payment Request, in which instance, the County will provide Contractor with a written statement of any disputed matters and promptly pay all undisputed matters.

4. **Term**

The term of this Agreement shall commence on the date of execution of this Agreement by all Parties and conclude upon the completion of the Project. The Parties currently anticipate that the Project will be completed in approximately April of 2023 and the Parties agree to meet and confer regarding the Renovation Project schedule from time to time, as necessary.

5. **Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees. Nothing contained herein shall be construed as creating an employment, agency, or joint venture relationship between County and Contractor.

6. **Subcontractors and Subcontractor Claims**

County shall not be directly liable for any subcontractor claims related to this Agreement and Contractor shall manage and be responsible for all claims made by any subcontractor or consultant it chooses to engage to complete the Project. Provided that County timely pays Contractor in full in accordance with Section 3, Contractor shall not suffer or permit to be enforced against the property upon which work is being performed or any part thereof any liens, stop notices, or any claim for damages arising from the work. Contractor shall: (i) pay for all labor and services for, materials used by, or furnished to Contractor or any subcontractor employed by Contractor with respect to the Renovation Project and services to be performed by Contractor, and (ii) indemnify, defend, and hold County harmless and free from the perfection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, or materials used by or furnished to Contractor, or any subcontractor engaged by Contractor to perform the services, except to the extent such results or is alleged to result from the County's active negligence or willful misconduct.

7. **Insurance**

Contractor shall maintain in effect during the Renovation Project the insurance and endorsements extending Contractor's coverage as required by this Agreement to the County and its directors, officers, agents, employees and servants, as set forth in Appendix 2 to this Agreement.

8. **Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued in the San Mateo County Superior Court.

9. **No Consequential Damages; No Attorney's Fees**

Notwithstanding any other provision of this Agreement, in no event shall County or Contractor be liable to the other, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement or the services rendered by Contractor pursuant to this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profit, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of warranty. In no event, shall either party recover attorney's fees.

10 **Miscellaneous**

a. **Permits/Licenses/Compliance With Law**

Contractor shall, prior to construction of any improvements which require such approval, obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement and Contractor shall require its subcontractors to do likewise. Contractor and all subcontractors shall perform all Renovation Project work in compliance with all applicable legal requirements, including, but not limited to, registration with the Department of Industrial Relations pursuant to SB 854 and payment and reporting of prevailing wages.

b. **Inspection of Work and Warranty**

County or County's agent shall have a continuing right during the period that improvements are being constructed on County's property to enter the property and to inspect the work, provided that such inspections do not unreasonably interfere with the progress of construction. Contractor warrants to the County that the materials and equipment furnished for Renovation Project will be of good quality and new unless the Appendices require or permit otherwise. Contractor further warrants that the Renovation Project work will conform to the requirements of the Appendices and will be free from defects, except for those inherent in the quality of the work that the Appendices require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

c. **Consultant, Permit, Public Utility Design/Connection and Special Inspection Fees**

Contractor and/or the Donor have not included the cost of consultants, any/all permit fees, any/all public utility design/connection fees and/or special inspection fees. These and associated costs, if any, shall be paid by the County.

d. **As-Built Plans**

Within sixty (60) days after final completion of the construction of the Renovation Project, Contractor shall deliver to County one (1) full and complete set of the as-built plans and one (1) digital copy of the as-built plans for all work completed on the Renovation Project.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: VANCE BROWN, INCORPORATED

Contractor Signature	11-10-2021 Date	LOREN K. BROWN, PRESIDENT Contractor Name (print)

Contractor License: B122847

Contractor DIR Registration No: 1000027015

For: COUNTY OF SAN MATEO

	Date

APPENDIX 1

Old Maguire Plan Log
330 Bradford St
Redwood City, CA 94063
Plan Log for Courtesy Planning Review

Updated: 11/3/21

Sheet #	Description	Delta	Plan Date
Cover Sheet			
CS	Project Drawings Cover Sheet		11/3/21
Architectural Drawings - Korth Sunseri Hagey Architects			
A1.1	Site Plan		11/3/21
R1	Aerial Views		11/3/21
A2.0	Existing / Demo Plan First Floor		11/3/21
A2.1	Existing / Demo Plan Second Floor		11/3/21
A2.2	Existing / Demo Plan Third Floor		11/3/21
A2.3	Existing / Demo Plan Fourth Floor		11/3/21
A2.4	Proposed Plan First Floor		11/3/21
A2.5	Proposed Plan Second Floor		11/3/21
A2.6	Proposed Plan Third Floor		11/3/21
A2.7	Proposed Plan Fourth Floor		11/3/21
A2.8	Proposed Plan Fifth Floor		11/3/21
A2.9	Proposed Plan Roof		11/3/21
A3.0	Existing Building Elevations		11/3/21
A3.1	Existing Building Elevations		11/3/21
A3.2	Proposed Building Elevations		11/3/21
A3.3	Proposed Building Elevations		11/3/21
A3.4	Proposed Building Section		11/3/21

APPENDIX 2

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

CONTACT NAME: Chris Kelley
PHONE (A/C, No, Ext): 415-402-6521 FAX (A/C, No): 415-989-9923
E-MAIL ADDRESS: ckelley@woodruffsawyer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED VANCBRO-01
Vance Brown, Inc.
3197 Park Boulevard
Palo Alto CA 94306

COVERAGES **CERTIFICATE NUMBER:** 1217841707 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		71PKG8904717	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			71PKG8904717	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			1000586408211	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71WCI8904617	7/1/2021	7/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Job #2021-30 - Old Maguire Jail Renovation. San Mateo County Sheriff's Office is additional insured per the attached form.

CERTIFICATE HOLDER

County of San Mateo
400 County Center
Redwood City CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christian Kelley

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Old Maguire Renovation

APPENDIX 3

List of Exclusions

Dated 10/1/21

1. Fees & Permits
2. Testing and Inspections
3. Design costs
4. Consultants
5. Exterior Skin Replacement or Modifications
6. Utility connection, fees, and/or upgrades
7. Contaminated soil disposal
8. Hazmat/ abatement
9. Furniture (Cubicles, Desks, chairs, tables, couches, etc.)
10. Fixtures (Appliances, lockers, etc.)
11. Equipment
12. Specialty Items (Secure rooms, ballistic materials, vault doors, etc.)
13. Upgrades to systems & controls beyond standard level
14. Upgrades to finishes above standard level
15. AV/Conference Room Equipment
16. Security System (other than routing)
17. Data Center, IT equipment
18. Protection of Pathway from New Maguire to Hall of Justice
19. Risk Category IV Upgrades
20. Walk-In Refrigerator on First Floor

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: **PROJECT:**

FROM CONTRACTOR: **VIA ARCHITECT:**

APPLICATION NO:
PERIOD TO:
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... $_____

2. NET CHANGE BY CHANGE ORDERS ..... $_____

3. CONTRACT SUM TO DATE *(Line 1 ± 2)* ..... $_____

4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ..... $_____

5. RETAINAGE:

a. _____% of Completed Work
(Columns D + E on G703) $_____

b. _____% of Stored Material
(Column F on G703) $_____

Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*..... $_____

6. TOTAL EARNED LESS RETAINAGE ..... $_____
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $_____
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... $

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) $_____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Sample

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APPENDIX 5

Contractor's Employees Labor Rate Schedule
Vance Brown, Inc.

July 2021 - July 2022

1	Laborer	$	80.02
2	Labor Foreman	$	85.99
3	Journeyman Carpenter	$	111.74
4	Carpenter Foreman	$	119.14
5	Superintendent	$	153.38
6	Senior Superintendent	$	181.32
7	Deliveries	$	84.90
8	Safety Engineer	$	167.93
9	Field Office Coordinator	$	77.63
10	Project Engineer	$	86.09
11	Sr. Project Engineer	$	103.38
12	Asst. Project Manager	$	130.22
13	Project Manager	$	158.99
14	Sr. Project Manger	$	189.70
15	Project Executive	$	274.54
16	BIM Manager	$	143.31
17	Pre Con Manager	$	237.22