

CONSULTING AGREEMENT

This Agreement is made as of November 23rd, 2021, by and between the City of Powder Springs, Georgia and the Powder Springs Downtown Development Authority (collectively referred to as the Client) and Public-Private Partnership Project Management, Inc. (4PM) (Consultant).

The parties hereto agree as follows:

1. Consulting Services. The Client hereby retains Consultant and Consultant hereby agrees to perform consulting services under the terms and conditions contained in this Agreement. This Agreement shall commence on the date hereof and shall remain in effect through the date of Closing, unless earlier terminated pursuant to the provisions hereof.

2. Extent of Consulting.

(A). Primary Services: It is understood and agreed that the primary services to be performed by Consultant hereunder shall be to provide such consulting and assistance as may be necessary to assist in facilitating the design, financing, development and construction of certain parcels in downtown Powder Springs (more particularly as that property located at 4483 Pineview Drive Powder Springs, Georgia 30127, along with such other site improvements or other improvement as are necessary to provide for the construction and operations of such as a municipal complex, (the "Project") and the negotiations of such agreements between the Client and architects, engineers, contractors, lenders or other parties as may be necessary to effectuate the transaction. Such services shall include those described under Primary Services in the attachment hereto.

(B). Additional Services: In addition to the services described above the Consultant, shall provide such additional services as are set forth in the attached Schedule of Services.

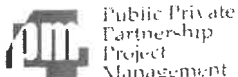
3. Amount of Payment. Consultant shall be paid the sum of four and eighty-eight one hundreds (4.88%) percent of the Total Project Budget ("Total Project Budget" shall mean those sums required to acquire, construct, develop, furnish, and equip the Project). For the purposes of establishing the monthly payments set forth below the initial estimated Total Project Budget is three million five hundred thousand dollars (\$3,500,000.00); provided however, the fees shall be adjusted to reflect the actual budget as approved by the Client.

4. Manner of Payment.

(a) Client shall pay to consultant a retainer in the amount of five thousand dollars (\$5,000.00) to be applied to the total fee set forth below.

(b) Those services normally rendered by the Consultant during Phase I of the Consulting Services, have already been performed by the Client and the Consultant shall receive no fees for such Phase.

(c) For those services rendered during Phase II of the Consulting Services, the Consultant shall be paid a fee of is one and twenty-eight one hundreds (1.28%)



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percent of the Total Project Budget, payable in equal monthly installments of thirteen thousand two hundred and fifty dollars (\$13,250.00) for a period not to exceed three (3) months.

- (d) For those services rendered during Phase III of the Consulting Services, the Consultant shall be paid a fee of one and thirty-five one hundredths (1.35%) percent of the Total Project Budget, payable in equal monthly installments of fifteen thousand seven hundred fifty dollars (\$15,750.00) for a period not to exceed three (3) months.
- (e) For those services rendered during Phase IV of the Consulting Services, the Consultant shall be paid a fee of two and one quarter (2.25%) percent, payable as a part of all draws or other expenditures for the actual construction and development of the Project.

5. Location of Services: Consultant's services hereunder shall be performed at the offices of the Consultant, the location of the Project, or at such locations to be designated by the Client.

6. Reimbursement: In each instance in which Consultant shall be required to perform services outside of the Atlanta metropolitan area or the location of the Project, Consultant shall be entitled to reasonable reimbursement for travel expenses, meals, and lodging upon delivery to the Client of receipts for same and Client's preapproval of such expenses.

7. Independent Contractor Status. Consultant acknowledges that it is solely an independent contractor and consultant, is not an employee of the Client, and is not entitled to any employment rights or benefits from the Client. Because of Consultant's independent contractor status, no tax withholding shall be made from the payments contemplated by Section 3 hereof. Consultant agrees to indemnify the Client for any tax liabilities or penalties it may incur by reason of Consultant's performance hereunder. If Consultant shall be deemed to be an employee of the Client for any purpose, Consultant shall indemnify and hold the Client harmless from and against any and all liabilities, costs, and expenses that the Client may incur by reason thereof, including, but not limited to, attorneys' fees and penalties.

8. Work Product. The Consultant shall own all rights to any and all work product, processes, studies, flow charts, diagrams, devices and programs, inventions, original works of authorship, know-how, and other tangible or intangible material of any nature developed by Consultant or as a result of any of its services hereunder during the term hereof, whether or not performed during hours of service that would entitle Consultant to compensation hereunder, which either: (a) are performed at the request or direction of the Client or (b) augment or are used in conjunction with the Project. Client shall have no proprietary interest in any work product developed by Consultant during the course of Consultant's engagement hereunder, which work product is either performed at the request or direction of the Client or augments or is used in conjunction with the Project.

9. Compliance with Laws. Consultant agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement. Consultant further agrees to hold harmless and indemnify the Client or the appropriate subsidiary or affiliate of the Client against any loss or damage, including reasonable

attorneys' fees, which may be sustained by reason of the failure of Consultant or its employee(s), agent(s), or subcontractor(s) to comply with any laws, ordinances, regulations, and codes.

10. Termination. Either party may terminate this Agreement upon ninety (90) days written notice to the other party. During such ninety-day period the parties shall continue to cooperate to achieve the purpose of this Agreement and the Consultant shall be entitled to be compensated as provided for herein.

11. Publicity. Consultant shall be allowed to use the name of the Client in sales or marketing publication or advertisement without the prior written consent of the Client.

12. Governing Law; Complete Agreement. This Agreement shall be governed by the laws of the State of Georgia. It constitutes the complete and conclusive agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement.

13. Severability. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

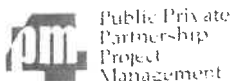
14. Modification. This Agreement may only be changed in writing, executed on behalf of Consultant and the Client.

15. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail or registered or certified mail, postage prepaid, and properly addressed as follows:

To Consultant at: Public-Private Partnership Project Management, Inc.
205 Corporate Center Drive, Suite B
Stockbridge, GA 30281
And via fax to (770) 478-4555

To Client at: City of Powder Springs
4484 Marietta Street
Powder Springs, GA 30127
Attention: City Manager
And via fax to () _____

or to such other address as the person to whom such notice is addressed shall have last designated by notice to the others.



16. Subject Headings. The headings in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

17. Attorneys' Fees. If any legal action or arbitration or other proceeding is brought for the enforcement of the Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

18. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. As used herein, the term Client shall be deemed to refer to City of Powder Springs and any successor or assignee thereof.

This Agreement is executed as of the date first above written.

**PUBLIC-PRIVATE PARTNERSHIP
MANAGEMENT, INC.**

By: [Signature]
Kirby A. Glaze
Its: President

THE CITY OF POWDER SPRINGS, GEORGIA

By: [Signature]
Its: Mayor

**THE DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF POWDER SPRINGS, GEORGIA**

By: [Signature]
Its: Chairman

Attest: [Signature]

Approved as to form
Gregory, Doyle, Calhoun & Rogers, LLC

By: [Signature]

CONSULTING SERVICES

Phase I – Preliminary Project and Development Analysis

During this Phase, Consultant first shall assist in facilitating the development of a plan for presentation to the Client for the acquisition, design, development and/or management of the Project and assist in determining the concept of ownership and financing structure for the Project and the negotiations of such agreements between the Client and third parties which will include the general budget, schedule, design, preliminary scope of work and general assignment of project tasks, proposed ownership, financing structure and mechanisms, design and construction scheme and methodology, and the identification and retention of all necessary consultants, design professionals, project professionals and contractors needed for the successful completion and operation of the Project

Consultant will review and consult with the Client and Client's planners, architects, engineers, or other parties, regarding current and future plans for the Project, including any addition to the Project. Consultant shall recommend changes or alterations to any existing or proposed development plans as, in Consultant's opinion, are necessary to accommodate or improve the development of the Project, including compliance with the current Comprehensive Plan of the City of Powder Springs.

Consultant shall meet with and negotiate with officials to determine available financings, or other economic assistance for the location and development of the Project and other components of the Project.

Consultant will regularly report to the Client and will keep the Client fully informed as to all aspects of these activities on the Project by providing a monthly report of activities, including a release suitable to provide the media.

Deliverables:

Consultant shall present a preliminary plan for the financing, development, design and construction of the Project to the Client within one hundred eighty (180) days of this Agreement.

Those services described above which are normally provided by Consultant have been performed by the Client and are therefore not included in this Agreement or fees for services herein. The Consultant hereby relies upon such services as performed by the Client in the services to be performed hereunder.

Phase II – Schematic Design and Pricing

Consultant shall implement the Client's preliminary plan including the negotiations with all appropriate officials, financing team, design, construction, and other project team members including the negotiation of Guaranteed Fixed Price Design/Build Contract with the design/build team selected by the Client pursuant to a Request for Proposal conducted by the Client, to include provisions for a proposed Project

Budget and a suggested Project Schedule for the Pre-Construction and Construction Phases, opening and operation of the Project. Consultant shall oversee and represent the interest of the Owner during Phase I of the Guaranteed Fixed Price Design/Build Contract, including the review and recommendations regarding the program and budget verification and the Preliminary Design provided by the Design/Build Firm. Consultant will regularly report to and consult with the Client and will keep the Client fully informed as to as aspects of development, design, construction and operations of the Project.

Deliverables:

Consultant shall work with the Design/Build firm to complete a schedule of values, schematic design and specifications, outlining the initial size, scope and level of finish anticipated for the project which will be used to establish a Guaranteed Fixed Price Design/Build Contract amount within the Client's budget constraints.

Consultant shall prepare and present a proposed Project Budget for the financing, development, design and construction of the Project, to the Client within ninety (90) days of authorization to proceed with this Agreement.

Phase III – Final Design

Upon Approval of all of the elements of the Project by the Client, Consultant will proceed to work with the Design/Build Firm selected by the Client to finalize all design and construction documents and in implementing the Guaranteed Fixed Price Design/Build Contract with the Design/Build Firm.

Consultant will monitor the work and work product of the Design/Build Firm and any Professionals engaged to perform due diligence and other activities with respect to the Project including, but not limited to the review of title and survey matters, environmental compliance, zoning and land use compatibility, soil compacting and utility availability; provided that Consultant shall not be responsible for any error, act or omission of the work or work product of any Professional or Third Party Contractor, and Consultant shall not be required to provide any warranties or representations with respect to the condition of any Land or the work product of any Professional or Third Party Contractors.

Deliverables:

The Consultant shall have negotiated an acceptable Guaranteed Fixed Price contract for the construction of the Project along with all other necessary agreements for the development of such, within ninety (90) days of the Client's approval of the Project Budget provided for in Phase II above.

Phase IV – Project Construction and Wrap-up

Consultant will monitor the progress of the construction of the Project, which will include the following:

- (a) Consultant will coordinate and monitor the performance of all work done by the Design/Build Firm, the Professionals and Third Party Contractors, and if Consultant becomes aware that the Design/Build Firm or any such Professional or Third Party Contractor is materially not in compliance with the terms and conditions of the applicable Construction Contract (or its Third Party Contract, as the case may be) Consultant shall provide the Client with a Notice of such material noncompliance and the nature thereof and of Consultant's recommendations with respect thereto.
- (b) Consultant will review all applications for payment with respect to services or materials furnished to the Project ("Applications for Payment") and Invoices, as the case may be, submitted in connection with the Project and to be paid from the proceeds of any applicable Financing, including those submitted by the Design/Build Firm, any Professional, or any other Third-Party Contractor. If any such Application for Payment or Invoice is not (in Consultant's reasonable judgment) in compliance with the applicable Construction Contract, Third Party Contract, Financing Documents, Financing Agreement or Project Budget, then consultant will provide a Notice of such non-compliance to the Client setting forth consultant recommendations with respect thereto and requesting specific action for the Client and or any Financing Entities' approval.
- (c) Consultant will recommend courses of action by Notice to the Client and any Financing Entity, with respect to Liens and, subject to the applicable Project Budget, negotiate or cause the Design/Build Firm to negotiate, final settlements with all Third-Party Contractors, as the case may be, or to the extent provided in such Project Budget, post other security for such Liens.
- (d) Consultant will recommend by Notice to the Client such action as Consultant may determine is reasonable to enforce or cause to be enforced all warranties and guaranties of the Prospect or any General Contractor or any Third-Party Contractor to correct any defects of which Consultant is aware in the construction of the Project or in the installation or operation of any equipment or fixtures therein.
- (e) Consultant will, consistent with the Operating Standard, monitor the activities of the General Contractor or any Third-Party Contractor, if any, in charge of the security program for the Project during the Construction Phase.
- (f) Consultant will prepare periodic Status Reports.

Consultant will review all request for changes or modifications to the Specifications, the Construction Contracts or any Third-Party Contract (individually, a "Change Order" and collectively, "Change Orders") and make recommendations by Notice to the Client and, to the extent required under any Financing Agreement, to the applicable Financing Entities with respect to each such Change Order.

Consultant shall monitor the activities of the Design/Build Firm, Professionals and Third Party Contractors, after the expiration of the Construction Phase for any Project, in the same manner as

consultant monitored such activities during the Construction Phase, until the completion of each such contract, including such requirements as are a part of any economic incentive funding provided to the Project.

PROJECT TEAM – 4PM utilizes a web-based platform for project management call “Project Team” (www.projectteam.com). All parties involved in the project will be asked to provide the names and email addresses of the members of their organization that will need access to Project Team. All drawings, specifications, submittals, request for information, potential change orders or charges against contingency, change orders, invoices, pay applications, etc. shall be submitted and processed through Project Team. 4PM will assist any party to the project in familiarizing them with the platform and its utilization.

First Amendment to Consulting Agreement

WHEREAS, on or about November 2021, the between the City of Powder Springs, Georgia and the Downtown Development Authority of the City of Powder Springs (collectively referred to as the Client) and Public-Private Partnership Project Management, Inc. (4PM) (Consultant) entered into a certain Consulting Agreement (the "Agreement") providing that, Consultant would provide such consulting and assistance as may be necessary to assist in facilitating the design, financing, development and construction of certain parcels in downtown Powder Springs (more particularly as that property located at 4483 Pineview Drive Powder Springs, Georgia 30127, along with such other site improvements or other improvement as are necessary to provide for the construction and operations of such as a municipal complex, (the "Project") and the negotiations of such agreements between the Client and architects, engineers, contractors, lenders or other parties as may be necessary to effectuate the transaction.

WHEREAS, the scope and budget for the Project have increased since the time of the initial Agreement; and,

WHEREAS, the parties wish to amend the Agreement to more accurately reflect the scope and budget for the Project and the fees for services therein;

NOW THEREFORE agree to amend the Agreement by striking Paragraphs 3 and 4 of said Agreement in their entirety and inserting in lieu thereof the following:

3. Amount of Payment. Consultant shall be paid the sum of four and one quarter (4.25%) percent of the Total Project Budget ("Total Project Budget" shall mean those sums required to acquire, construct, develop, furnish, and equip the Project, not including Consultant's fees). For the purposes of establishing the monthly payments set forth below the initial estimated Total Project Budget is Thirteen Million Nine Hundred Fifty-Eight Thousand Three Hundred Fifty Dollars and No/Cents (\$13,958,350.00); provided however, the fees shall be adjusted to reflect the actual budget as approved by the Client.

4. Manner of Payment.

- (a) Client shall pay to consultant a retainer in the amount of five thousand dollars (\$5,000.00) to be applied to the total fee set forth below.
- (b) Those services normally rendered by the Consultant during Phase I of the Consulting Services, have already been performed by the Client and the Consultant shall not receive fees for such Phase.
- (c) For those services rendered during Phase II of the Consulting Services, the Consultant shall be paid a fee of forty-seven one hundredths (.47%) percent of the Total Project Budget payable in equal monthly installments of) Thirteen Thousand Two Hundred and Fifty Dollars and No/Cents (\$13,250.00) per month for a period not to exceed three (3) months with any

outstanding balance payable for Phase II at the time of the execution of the Guaranteed Fixed Price Construction Contract.

- (d) For those services rendered during Phase III of the Consulting Services, the Consultant shall be paid a fee of forty-eight one hundredths (.48%) percent of the Total Project Budget payable in equal. monthly installments Fifteen Thousand Seven Hundred Fifty Dollars and No/Cents (\$15,750.00) per month for a period not to exceed three (3) months with any outstanding balance for Phase III payable at the time of the execution of the Guaranteed Fixed Price Construction Contract.
- (e) For those services rendered during Phase IV of the Consulting Services, the Consultant shall be paid a fee of three and three tenths (3.3%) percent, payable as a part of all draws or other expenditures against the approved Total Project Budget for the actual construction and development of the Project.


The parties further agree to amend the Agreement by deleting the Schedule of Services attached to said Agreement and inserting in lieu thereof a new Schedule of Services attached hereto.

This Amendment is executed as of the date first above written.

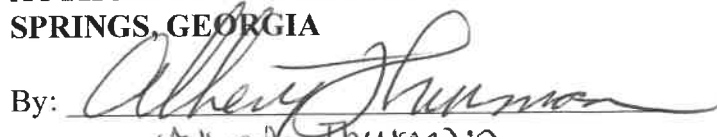
**PUBLIC-PRIVATE PARTNERSHIP
MANAGEMENT, INC.**

By: 
Kirby A. Glaze
Its: President

**THE CITY OF POWDER SPRINGS,
GEORGIA**

By: 
Albert Thurman
Its: Mayor

**THE DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF POWDER
SPRINGS, GEORGIA**

By: 
Albert Thurman
Its: Chairperson

SCHEDULE OF SERVICES

Phase I – Preliminary Project and Development Analysis

During this Phase, Consultant first shall assist in facilitating the development of a plan for presentation to the Client for the acquisition, design, development and/or management of the Project and assist in determining the concept of ownership and financing structure for the Project and the negotiations of such agreements between the Client and third parties which will include the general budget, schedule, design, preliminary scope of work and general assignment of project tasks, proposed ownership, financing structure and mechanisms, design and construction scheme and methodology, and the identification and retention of all necessary consultants, design professionals, project professionals and contractors needed for the successful completion and operation of the Project

Consultant will review and consult with the Client and Client's planners, architects, engineers, or other parties, regarding current and future plans for the Project, including any addition to the Project. Consultant shall recommend changes or alterations to any existing or proposed development plans as, in Consultant's opinion, are necessary to accommodate or improve the development of the Project, including compliance with the current Comprehensive Plan of the City of Powder Springs.

Consultant shall meet with and negotiate with officials to determine available financings, or other economic assistance for the location and development of the Project and other components of the Project.

Consultant will regularly report to the Client and will keep the Client fully informed as to all aspects of these activities on the Project by providing a monthly report of activities, including a release suitable to provide the media.

Deliverables:

Consultant shall present a preliminary plan for the financing, development, design and construction of the Project to the Client within one hundred eighty (180) days of this Agreement.

Those services described above which are normally provided by Consultant have been performed by the Client and are therefore not included in this Agreement or fees for services herein. The Consultant hereby relies upon such services as performed by the Client in the services to be performed hereunder.

Phase II – Schematic Design and Pricing

Upon the Client's approval, Consultant shall implement the preliminary plan, as modified or amended, based upon the Client's review and comment, including the negotiations with all appropriate officials, financing team, design, construction, and other project team members and proposals for Architects, General Contractors and other Third Party Contractors, a proposed

Project Budget including provisions for Consultant Fees and a suggested Project Schedule for the remainder of the Pre-Construction and Construction Phases, opening and operation of the Project. Consultant will regularly report to and consult with the Client and will keep the Client fully informed as to aspects of development, design, construction and operations of the Project.

Consultant shall use its best good faith efforts to conduct negotiations on behalf of the Client with such parties as Consultant and the Client may determine are reasonably necessary to obtain an appropriate Plan of Finance on such terms as Consultant reasonably believes can provide adequate Project Financing and which contemplates the development of the Project in accordance with the approvals of the Client. The preceding sentence, however, shall not diminish or impair the rights of the Client to approve the terms of any such Plan of Finance. The financing duties shall include, but not be limited to, the negotiation of a Project Budget on terms acceptable to the Client and that Client reasonably believes will be accepted by the parties who or which underwrite the terms of any applicable Financing.

Deliverables:

Consultant shall work with the Project Architect to complete a schedule of values, schematic design and specifications, outlining the initial size, scope and level of finish anticipated for the project which will be used as part of the Request for Qualification/Price Proposal Process utilized to identify a Preferred Contractor for the project and establish a guaranteed fixed price contract amount within the Client's budget constraints. Consultant shall prepare for publication all Requests for Qualifications and Requests for Proposal in compliance with local and state requirements for procurement of construction services. Consultant shall assist the Client in developing an objective system of review and scoring of all responses and preparation of recommendations to the Client.

Consultant shall prepare and present a proposed Project Budget for the financing, development, design and construction of the Project, to the Client within one hundred eighty (180) days of authorization to proceed with Phase II of this Agreement.

Phase III – Final Design and Financing

Upon Approval of all of the elements of the Project by the Client, Consultant will proceed to assist the Client in obtaining and to close the Financing, enter into contracts with the General Contractors and Third Party Contractors, which have not been previously executed, finalize each Project Budget and Time Schedule, all in accordance with the plans previously approved by the Client with respect to the Project, subject to the failure or nonperformance of any third party. Consultant shall work with the Project Architect and the Contractor selected by the Client to finalize all design and construction documents and in negotiating a Guaranteed Fixed Price contract with the Contractor.

Consultant shall negotiate such agreements with providers of design and project professional services (i.e. legal, architectural, engineering, etc.) feasibility study, financial, and other professional and quasi-professional services as Consultant reasonably determines are necessary for the development of the Project, subject to the consent and approval of the Client.

Consultant will monitor the work and work product of any Professionals engaged to perform due diligence and other activities with respect to the Project including, but not limited to the review of title and survey matters, environmental compliance, zoning and land use compatibility, soil compacting and utility availability; provided that Consultant shall not be responsible for any error, act or omission of the work or work product of any Professional or Third Party Contractor, and Consultant shall not be required to provide any warranties or representations with respect to the condition of any Land or the work product of any Professional or Third Party Contractors.

Deliverables:

An acceptable Guaranteed Fixed Price contract for the construction of the Project along with all other necessary agreements for the development of such. Closing on the funding sources for the financing of the project upon terms and conditions acceptable to the Client.

Phase IV – Project Construction and Wrap-up

Consultant will monitor the progress of the construction of the Project, which will include the following:

- (a) Consultant will coordinate and monitor the performance of all work done by the General Contractor, the Professionals and Third Party Contractors, and if Consultant becomes aware that the General Contractor or any such Professional or Third Party Contractor is materially not in compliance with the terms and conditions of the applicable Construction Contract (or its Third Party Contract, as the case may be) Consultant shall provide the Client with a Notice of such material noncompliance and the nature thereof and of Consultant's recommendations with respect thereto.
- (b) Consultant will review all applications for payment with respect to services or materials furnished to the Project ("Applications for Payment") and Invoices, as the case may be, submitted in connection with the Project and to be paid from the proceeds of any applicable Financing, including those submitted by the General Contractor(s), any Professional, or any other Third Party Contractor. If any such Application for Payment or Invoice is not (in Consultant's reasonable judgment) in compliance with the applicable Construction Contract, Third Party Contract, Financing Documents, Financing Agreement or Project Budget, then consultant will provide a Notice of such non-compliance to the Client setting forth consultant recommendations with respect thereto and requesting specific action for the Client and or any Financing Entities' approval.
- (c) Consultant will recommend courses of action by Notice to the Client and any Financing Entity, with respect to Liens and, subject to the applicable Project Budget, negotiate or cause the applicable General Contractor to negotiate, final

settlements with all Third Party Contractors, as the case may be, or to the extent provided in such Project Budget, post other security for such Liens.

- (d) Consultant will recommend by Notice to the Client such action as Consultant may determine is reasonable to enforce or cause to be enforced all warranties and guaranties of the Prospect or any General Contractor or any Third Party Contractor to correct any defects of which Consultant is aware in the construction of the Project or in the installation or operation of any equipment or fixtures therein.
- (e) Consultant will, consistent with the Operating Standard, monitor the activities of the General Contractor or any Third Party Contractor, if any, in charge of the security program for the Project during the Construction Phase.
- (f) Consultant will prepare periodic Status Reports.

Consultant will review all request for changes or modifications to the Specifications, the Construction Contracts or any Third Party Contract (individually, a "Change Order" and collectively, "Change Orders") and make recommendations by Notice to the Client and, to the extent required under any Financing Agreement, to the applicable Financing Entities with respect to each such Change Order.

Consultant shall monitor the activities of the General Contractor(s), Professionals and Third Party Contractors, after the expiration of the Construction Phase for any Project, in the same manner as consultant monitored such activities during the Construction Phase, until the completion of each such contract, including such requirements as are a part of any economic incentive funding provided to the Project.