

A G R E E M E N T

Between

BROWARD COUNTY

and

The Weitz Company, LLC

for

CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE NEW
BROWARD COUNTY COURTHOUSE

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Between

BROWARD COUNTY

and

THE WEITZ COMPANY, LLC

for

CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR THE NEW
BROWARD COUNTY COURTHOUSE

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "County," acting by and through its Board of County Commissioners,

AND

The Weitz Company, LLC, a Florida limited liability company, authorized to do business in Florida, hereinafter referred to as "Construction Project Manager."

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Construction Project Manager agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement, Exhibits hereto, and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 Agreement: means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board or Commission: means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

- 1.3 Construction Project Manager: means The Weitz Company, LLC, as the firm retained by the County to provide a broad range of construction management services on the Project.
- 1.4 Consultant or Design Professional: means the architects, engineers or other professionals selected to perform design, design-criteria, or other professional services for one or more Projects pursuant to a direct contract between the County and such Consultant or Design Professional.
- 1.5 Contract Administrator: means the Director of the Broward County Construction Management Division, or his or her designee, pursuant to written delegation by the Director of the Broward County Construction Management Division, or some other employee expressly designated as Contract Administrator in writing by the Director of the Broward County Construction Management Division. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.6 Contractor: means the person(s), firm(s), corporation(s) or other entit(ies) who enter into agreements with County to perform construction services for the work associated with the New Broward County Courthouse.
- 1.7 County: means Broward County, a body corporate and politic and a political subdivision of the State of Florida.
- 1.8 County Administrator: means the administrative head of the County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.9 County Attorney: means the chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.10 Lump Sum: When the method of compensation is that of "Lump Sum" such phrase means that Construction Project Manager or subconsultant shall perform or cause to be performed the described services for total compensation in the stated amount.
- 1.11 Maximum Amount Not-To-Exceed: When the method of compensation is that of "Maximum Amount Not-To-Exceed" or "Maximum Not-To-Exceed Amount" such phrase means that Construction Project Manager shall perform or cause to be performed all services during the period set forth for total compensation based on actual hours and costs incurred, in the amount of, or less than, the stated amount.

- 1.12 New Broward County Courthouse: means the construction of a new downtown Fort Lauderdale, Florida court facility and related construction as further defined in Section 4.2 of this Contract.
- 1.13 Notice To Proceed: means a written notice to proceed, authorizing the Construction Project Manager to commence services under this Agreement, or to proceed with a subsequent phase or task of services under this Agreement. The written Notice(s) to Proceed that authorizes the Construction Project Manager to commence services under this Agreement shall be issued by the Contract Administrator.
- 1.14 Project: The Project consists of the services described in Article 4, or in any Work Authorization(s) and any exhibits thereto, and in applicable exhibits to this Agreement done in support of the program, design and construction of the New Broward County Courthouse.
- 1.15 Scope of Services: means, in general, the services described in Article 4, and in any Work Authorization(s) and any exhibits thereto, and applicable exhibits to this Agreement.
- 1.16 Subconsultant: means a firm, partnership, corporation or combination thereof having a direct contract with the Construction Project Manager for all or any portion of the Construction Project Manager services.
- 1.17 County Business Enterprise or "CBE": A small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.
- 1.18 Work Authorization: A written order initiated by Contract Administrator directing Construction Project Manager to perform services and detailing the terms of payment and scope of work, and detailing the schedule, if a schedule is applicable.

ARTICLE 2

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 COUNTY has budgeted funds for the Project. This Project is funded with County funds.
- 2.2 The Board has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Construction Project Manager to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by Construction Project Manager were undertaken between Construction Project Manager and a COUNTY negotiation team, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

RELATIONSHIP OF THE PARTIES

- 3.1 The COUNTY shall enter into an agreement with a Design Professional to provide for the design of the New Broward County Courthouse and to provide for Design Professional construction-related services during the construction of the Project. The COUNTY shall also enter into separate agreements with one or more Contractors, to provide for the construction of the new Project. The COUNTY shall enter into an agreement with a Construction Project Manager to provide for Owner's Representative Services in the Design and Construction Phases of the Project. Finally, the COUNTY may enter into separate agreements for any other aspects of work associated with the Project. All design contracts, professional services contracts, construction contracts, equipment or materials contracts, and all other contracts entered into by the COUNTY with respect to the Project are herein referred to collectively as the "Project Contracts." The COUNTY's Project Contracts shall be administered under the terms of this Agreement by the COUNTY 's Contract Administrator or designee.
- 3.2 The COUNTY retains final and ultimate authority for its independently contracted Project Contracts.
- 3.3 The Construction Project Manager covenants with the COUNTY to furnish its services hereunder properly, in accordance with the standards of its profession and in conformance with all construction, building and health codes and other applicable federal, state and local rules, regulations and laws throughout the term of this Agreement. The COUNTY's participation in the design and construction of the Project in no way relieves the Construction Project Manager of its professional duties and responsibilities under applicable law and under the contract documents.

- 3.4 In providing the Construction Project Manager services described in this Agreement, the Construction Project Manager shall use its professional efforts to maintain, on behalf of the COUNTY, a constructive, professional, cooperative working relationship with the Design Professionals, Construction Project Managers, Contractors, and others that have contracted to perform work pertaining to the Program. It is further the intent of this Agreement that the Construction Project Manager shall perform its duties under this Agreement in a competent, timely, and professional manner and that it shall be responsible to the COUNTY for any failure in its performance.
- 3.5 Nothing in this Agreement shall be construed to mean that the Construction Project Manager assumes any of the responsibilities or duties of the Design Professionals or the Contractors. The Contractors shall be responsible for construction of the Project in accordance with their construction contracts with the COUNTY. The Design Professionals are responsible for the design requirements and meeting the design criteria as finally established by the COUNTY for the Project and shall perform in accordance with their professional services agreements with the COUNTY. Except as set forth in this Agreement, the Construction Project Manager will be entitled to rely upon the Contractors and Design Professionals for the proper performance of services undertaken pursuant to their contracts with the COUNTY. The Construction Project Manager shall have no responsibility for construction means, methods or techniques, including construction site safety, all of which shall remain the responsibility of others. If the Construction Project Manager observes unsafe site conditions or unsafe practices it shall immediately notify the Contractor, Design Professional, and Contract Administrator.
- 3.6 Whenever during the term of this Agreement, Construction Project Manager is required to verify, review, or consider any work performed by others, including but not limited to the Design Professionals, Contractors, and other consultants retained by the COUNTY, the intent of such requirement is to enable the Construction Project Manager to use its professional expertise to identify any discrepancies or omissions that are inconsistent with industry standards for design or construction or which are inconsistent with applicable laws, codes, ordinances and regulations, or which are inconsistent with standards or decisions provided in writing by the Contract Administrator. Construction Project Manager will use reasonable care and skill in accordance with and consistent with customary professional standards to identify discrepancies and omissions and report them in writing with recommendations to the Contract Administrator in a timely manner. The Construction Project Manager obligation to "timely report" to the Contract Administrator shall mean that the Construction Project Manager shall report discrepancies and omissions as soon as possible under the circumstances, taking into account the requirements of the Project schedule.

- 3.7 In order to avoid a duplication of effort or expense, Construction Project Manager agrees to utilize any COUNTY-provided information, including but not limited to, data, reports or analyses that may be prepared or generated by other consultants retained by the COUNTY (collectively, "County's Consultants"), that may be required in connection with Construction Project Manager's services hereunder. COUNTY makes no representations as to the accuracy of such COUNTY provided documentation and Construction Project Manager acknowledges this representation and if such documentation is transmitted to others with similar representations, Construction Project Manager shall not be held liable for the accuracy or inaccuracy of such documents. Nevertheless, Construction Project Manager shall routinely coordinate as necessary any services hereunder with the COUNTY's consultants, contractors, and other vendors. If requested by the Contract Administrator, Construction Project Manager shall provide any information, including, but not limited to, data, reports or analyses prepared or generated by Construction Project Manager to the COUNTY's consultants, contractors, and other vendors.
- 3.8 The COUNTY shall have the right at any time and in its sole discretion to submit for review to consulting engineers or consulting architects or other consultants, engaged by the COUNTY at its own expense for that purpose, any or all parts of the work performed by the Construction Project Manager, and the Construction Project Manager shall cooperate fully in such review at the COUNTY's request.

ARTICLE 4

SCOPE OF SERVICES

- 4.1 The Construction Project Manager shall provide owner's representative services for the Consultant Design, Contractor Selection, and Construction of the New Broward County Courthouse as set forth in "Exhibit A, Scope of Services."
- 4.2 The New Broward County Courthouse project includes a 675,000 square foot high rise building with courtrooms, court related offices, a floor of shelled space for future development, approximately 120 secure parking spaces for judges and other court related functional spaces. The project, on the existing downtown Fort Lauderdale courthouse property, includes demolition of the existing judges' parking garage, demolition of the central and west wing of the existing courthouse, a new public plaza, connecting bridges for the judge, public and prisoner circulation from the east wing to the new high rise, and new elevator and security lobbies for the east wing and other related work. The work will be phased in accordance with the County Courthouse property master plan phases 1A, 1B, 1C and 1D (Attachment H). The project is registered with the US Green Building Council to be built in accordance with the requirements for LEED Certification.

- 4.3 Construction Project Manager's Scope of Services are set forth in Exhibit "A," attached hereto and made a part hereof. The Construction Project Manager services shall include the review of services provided by the COUNTY's civil engineer, structural engineer, mechanical engineer, electrical engineer, and architect. These review services shall also include estimating, scheduling and other professional and administrative services, as applicable for the Project. The Construction Project Manager's services shall not be construed to be the practice of architecture or engineering in any way. Construction Project Manager shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Construction Project Manager's level of effort. The agreement is a deliberately phased agreement. Future phases may be added pursuant to Article 8 or by amendment to the Agreement.
- 4.4 Construction Project Manager and COUNTY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by Construction Project Manager to complete the Project. If, during the course of the performance of the services included in this Agreement, Construction Project Manager determines that work should be performed to complete the Project which is in Construction Project Manager's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Construction Project Manager shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Construction Project Manager proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by COUNTY to Construction Project Manager to perform the work. Performance of work by Construction Project Manager outside the originally anticipated level of effort without prior written COUNTY approval is at Construction Project Manager's sole risk.
- 4.5 COUNTY and Construction Project Manager may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If COUNTY and Construction Project Manager cannot contractually agree, COUNTY shall have the right to immediately terminate negotiations at no cost to COUNTY, except for costs incurred by Construction Project Manager with COUNTY's approval, and procure services for future Project phases from another source.
- 4.6 Construction Project Manager shall pay its subconsultants, subcontractors, and suppliers, including its CBE subconsultants, subcontractors, and suppliers, within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. Construction Project Manager agrees that if it

withholds an amount as retainage from such subconsultants, subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.

ARTICLE 5

TERM; TIME FOR PERFORMANCE; CONSTRUCTION PROJECT MANAGER DAMAGES

- 5.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end one (1) year after the date of issuance of the final required Notice of Substantial Completion for all work associated with the Construction of the New Broward County Courthouse; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, as amended from time to time.
- 5.2 Construction Project Manager shall perform the services described in a Work Authorization within the time periods specified in the Project Schedule included in a Work Authorization. Such time periods shall commence from the effective date of the Notice to Proceed for such services.
- 5.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- 5.4 Construction Project Manager must receive a written Notice to Proceed from Contract Administrator prior to beginning the performance of any services under this Agreement pursuant to an approved Work Authorization. Prior to granting approval for Construction Project Manager to proceed, the Contract Administrator may, at his or her sole option, require Construction Project Manager to submit itemized deliverables/documents for the Contract Administrator's review. The Construction Project Manager acknowledges and agrees that in some circumstances, the commencement of certain phases or tasks associated with one or more of the projects will be tied to the completion of, or the schedules of, one or more phases or tasks of other projects. Accordingly, the Construction Project Manager acknowledges and agrees that the Contract Administrator may refuse to issue a Notice to Proceed with any Work Authorization, phase or task for the Project, if such is deemed necessary, in the coordination of other projects or in the implementation and scheduling of any other project.
- 5.5 In the event Construction Project Manager is unable to complete any services because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, performance by COUNTY's Consultant(s) or Contractor (s), and such delays are not the fault of

Construction Project Manager, or because of delays which were caused by factors outside the control of Construction Project Manager, COUNTY may grant a reasonable extension of time for completion of the services and may provide reasonable compensation pursuant to Section 5.8, as allowed for in Section 7.1.1, if appropriate, and as determined by the Contract Administrator. Any additional compensation will be paid in accordance with the rates, fees, and overall multipliers established by this Agreement.

- 5.6 Whenever a delay is anticipated or experienced, it shall be the responsibility of Construction Project Manager to notify the Contract Administrator promptly in writing within five (5) calendar days of the commencement of the event giving rise to the delay and stating the general nature and cause of the delay. Thereafter, within ten (10) calendar days of the termination of the event giving rise to the delay, Construction Project Manager shall provide the Contract Administrator with written notice of the extent of the delay with supporting information and documentation. Such notice shall be accompanied by Construction Project Manager's written notarized statement that any adjustment in time claimed for the delay is the entire adjustment to which the Construction Project Manager has reason to believe it is entitled as a result of the occurrence of said event. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME, OR CONTRACT PRICE PURSUANT TO SECTION 5.8, SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.
- 5.7 In the event the Consultant(s) engaged by the COUNTY for design and other professional services for the Project fails to complete its required professional services, or the Contractor(s) engaged for the Project fails to substantially complete the Project on or before the substantial completion date specified in its agreement with COUNTY, and the failure of either Consultant(s)' or Contractor(s)' is caused solely by a negligent act, error or omission of Construction Project Manager or by Construction Project Manager's failure to perform in accordance with this Agreement, then Construction Project Manager shall pay to COUNTY (or, at the election of the COUNTY, to the damaged Contractor) that portion of Consultant's or Contractor's claim attributable to Construction Project Manager's failure. By reference hereto, the provisions of the professional service agreement(s) between COUNTY and its Consultant(s) and construction contracts between the COUNTY and its Contractors pertaining to (i) computation of delay costs/damages (and any amounts included therein, whether direct or indirect) and (ii) resolution of disputes, are incorporated into this Agreement by this reference. Construction Project Manager acknowledges receipt of and familiarity with such construction contract provisions and Construction Project Manager accepts and agrees to perform the duties of the "Construction Project Manager" set forth therein, including participation in mediation when required by such construction contracts. The foregoing

obligations are in addition to, independent of, and shall not be construed to limit or affect the rights and obligations of either party as set forth in Section 12.9, "INDEMNIFICATION OF COUNTY." In the event that the COUNTY agrees to provide the Contractor with a mutual waiver of consequential damages, the COUNTY agrees to provide a mutual waiver of consequential damages to the Construction Project Manager pursuant to the requirements of Section 12.12.2.

- 5.8 Except as provided in paragraph 5.5 and 5.6 above and paragraph 7.1.2 below, no claim for damages or any claim, other than for an extension of time, shall be made or asserted against COUNTY by reason of any delays except as provided herein. Construction Project Manager shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Construction Project Manager for actual delays due solely to fraud, bad faith or active interference on the part of COUNTY or its Consultant(s) or Contractor(s). Otherwise, Construction Project Manager shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 6

STOP-WORK ORDER

- 6.1 The Contract Administrator may, at any time, by written order to the Construction Project Manager, require the Construction Project Manager to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Construction Project Manager, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop-Work Order issued under this provision. Upon receipt of the order, the Construction Project Manager shall immediately comply with its terms. Within a period of ninety (90) days after a Stop-Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contract Administrator shall either:
- 6.1.1 Cancel the Stop-Work Order, or
- 6.1.2 Terminate the work covered by the order as provided in the Termination provision of this Agreement.
- 6.1.3 If a Stop-Work Order issued under this provision is cancelled or the period

of the order or any extension thereof expires, the Construction Project Manager shall resume work. The Contract Administrator may make a time adjustment in the delivery schedule and this Agreement shall be modified, in writing, accordingly, if:

6.1.3.1 The Stop-Work Order results in an increase in the time required for the performance of any part of this Agreement; and

6.1.3.2 The Construction Project Manager asserts a claim for the time adjustment within thirty (30) days after the end of the period of work stoppage, provided that, if the Contract Administrator decides the facts justify the action, the Contract Administrator may receive and act upon the claim for the time adjustment at any time before final payment under this Agreement.

6.1.4 If a Stop-Work Order is not cancelled and the work covered by the order is terminated for the convenience of the COUNTY, the Contract Administrator may allow a time adjustment resulting from the stop-work order in arriving at the termination settlement.

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

☐ 7.1.1 Maximum Amount Not-To-Exceed Compensation

COUNTY agrees to pay Construction Project Manager, as compensation for performance of all services as related to Exhibit "A," required under the terms of this Agreement, the Salary Costs as described in Section 7.2 up to a maximum amount not-to-exceed of \$_____ for Basic Services, up to \$_____ for Optional Services, and to reimburse Construction Project Manager for Reimbursables as described in Section 7.3, up to a maximum amount not-to-exceed of \$_____, for a total maximum amount not-to-exceed \$_____. The method of compensation shall be that of "maximum amount not-to-exceed," which means Construction Project Manager shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The total hourly rates payable by COUNTY for each of Construction Project Manager's employee categories shall be shown on Exhibit "B."

The maximum amount not-to-exceed compensation of \$_____ for Basic Services shall be paid out in accordance with the percentage amount set forth below:

<u>Project Phase</u>	<u>Fee Amount/Phase</u>
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☒ 7.1.2 Lump Sum Compensation

COUNTY agrees to pay Construction Project Manager , as compensation for performance of all Basic Services related to Exhibit "A" that are required under the terms of this Agreement, a lump sum of Eight Million Four Hundred Two Thousand Three Hundred Ninety-four Dollars (\$8,402,394.00). In addition, COUNTY agrees to pay Construction Project Manager up to Seven Hundred Thousand Dollars (\$700,000.00) for Optional Services, and to reimburse Construction Project Manager for Reimbursables up to a maximum amount not-to-exceed of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) as described in Section 7.3. The total maximum not-to-exceed amount for Basic Services, Optional Services, and Reimbursables shall be Nine Million Three Hundred Ninety-seven Thousand Three Hundred Ninety-four Dollars (\$9,397,394.00). The method of compensation for Basic Services shall be "lump sum," which means Construction Project Manager shall perform all Basic Services set forth herein for total compensation in the amount stated above. The total hourly rates payable by COUNTY for each of Construction Project Manager's employee categories are shown on Exhibit "B." COUNTY shall not pay Construction Project Manager any additional sum for reimbursable expenses or additional services, if any, unless otherwise stated in Section 7.3 and Article 8.

The lump sum compensation of Eight Million Four Hundred Two Thousand Three Hundred Ninety-four Dollars (\$8,402,394.00) for Basic Services shall be paid out in accordance with the percentage amount set forth below:

<u>Project Phase</u>	<u>Fee Amount/Phase</u>
Phase Ia: Schematic Design	\$497,728.00
Phase Ib: Design Development	\$723,968.00
Phase Ic: 50% Construction Documents	\$542,976.00

Phase I: 100% Construction Documents	\$452,478.00
Phase II: Bid/Award/Permit	\$888,940.00
Phase III: Construction	\$5,076,428.00*
Phase IV: Close-Out	\$219,876.00

*The fees for Construction Project Manager work during the Construction Phase will be increased or reduced \$158,256.00 for each month the work extends beyond or is less than 32 months in duration.

7.1.3 Construction Project Manager acknowledges and agrees that the retainage amount set forth in Section 7.5 shall be applied to the percentage amount for each phase stated herein.

7.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly raw salary rate as shown on Exhibit "B," attached hereto and made a part hereof, paid to all personnel engaged directly on the Project including, but not limited to, principals, architects, engineers, drafters, and clerks, as adjusted by an overall factor of 2.24 which consists of the following: 1) a fringe benefits factor of 31.53%, which includes sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor of 72.19%; and 3) an operating profit margin of 10%. Said Salary Costs are to be used only for time directly attributable to the Project. A detailed breakdown of these costs shall be kept current and readily accessible to COUNTY. The breakdown of overhead and fringe benefit factors shall be certified by a Certified Public Accountant. Said certification shall be dated within ninety (90) days after Construction Project Manager's just completed fiscal year.

7.2.1 If the method of compensation between COUNTY and Construction Project Manager is a maximum amount not-to-exceed and Construction Project Manager has "lump sum" agreements with any subconsultant(s), then Construction Project Manager shall bill all "lump sum" subconsultant fees as Salary Costs with no "markup." Construction Project Manager shall bill all other subconsultant fees using the employee categories for Salary Costs on Exhibit "B" and Reimbursables defined in Section 7.3. All subconsultant

Reimbursables shall be billed in the actual amount paid by Construction Project Manager. Subconsultant Salary Costs shall be billed to COUNTY in the actual amount paid by Construction Project Manager.

7.3 REIMBURSABLES

7.3.1 In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
- b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for Construction Project Manager's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating Construction Project Manager's employees from one of Construction Project Manager's offices to another office if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, or Ramada Inn.
- c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between Construction Project Manager's various permanent offices. Construction Project Manager's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography which is required by or of Construction Project Manager to deliver services set forth in this Agreement.

- e) Identifiable testing costs approved by Contract Administrator.
- f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.

Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses.

7.3.2 It is acknowledged and agreed to by Construction Project Manager that the dollar limitation set forth in Section 7.1 is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse Construction Project Manager for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon Construction Project Manager's obligation to incur such expenses in the performance of services hereunder. If COUNTY or Contract Administrator requests Construction Project Manager to incur expenses not contemplated in the amount for Reimbursables, Construction Project Manager shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

7.4 METHOD OF BILLING

7.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 7.1.1

Construction Project Manager shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date by completing Exhibit "E", CBE Performance Report. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables

and subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Construction Project Manager is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Construction Project Manager's cost accounting forms with a summary of charges by category. When requested, Construction Project Manager shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

7.4.2 For Lump Sum Compensation under Section 7.1.2

Construction Project Manager shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date by completing Exhibit "E", CBE Performance Report. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Construction Project Manager shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

7.5 METHOD OF PAYMENT

7.5.1 COUNTY shall pay Construction Project Manager within thirty (30) calendar days from receipt of Construction Project Manager's proper statement, as defined by COUNTY's Prompt Payment Ordinance. In the design phase, or the bid and award phase, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each design phase, or the bid and award phase, of the Project are fifty percent (50%) complete and upon written request by Construction Project Manager and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables during any of the Construction Project Manager phases.

7.5.2 Upon Construction Project Manager's satisfactory completion of each design phase, or the bid and award phase, and after the Contract Administrator's review and approval, COUNTY shall remit to Construction Project Manager that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.

7.5.3 In the Construction Phase, ninety percent (90%) of the total shown to be due on the monthly statement will be paid, and ten percent (10%) will be held as retainage. Twenty-five percent (25%) of the retainage in the Construction Phase will be paid when the construction is twenty-five percent (25%) complete. At fifty percent (50%) complete, fifty percent (50%) of the retention will be paid, and at seventy-five percent (75%), complete, seventy-five per cent (75%) of the retainage will be paid.

7.5.4 Payment will be made to Construction Project Manager at:

The Weitz Company, LLC
4000 Hollywood Blvd. Suite 120 North
Hollywood, Florida 33021

Federal I. D. #42-1512625

ARTICLE 8

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 8.1 COUNTY or Construction Project Manager may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services.
- 8.2 Costs of Additional Services identified by the Contract Administrator during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in this Agreement. Additional Services authorized by the Contract Administrator shall include a required completion for Construction Project Manager's performance of those additional services.
- 8.3 In the event a dispute between the Contract Administrator and Construction Project Manager arise over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and

Construction Project Manager, such dispute shall be promptly presented to County Administrator for resolution. The County Administrator's decision shall be final and binding on the parties. The resolution shall be set forth in a written document in accordance with this Agreement. During the pendency of any dispute, Construction Project Manager shall promptly perform the disputed services and COUNTY shall make payment to the Construction Project Manager pursuant to the Agreement, if so determined by the County Administrator.

- 8.4 Construction Project Manager may, at Contract Administrator's discretion, be authorized to perform Optional Services as delineated in the Scope of Services, up to the maximum fee amount established for Optional Services in this Agreement. Any Optional Services to be performed by Construction Project Manager pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization," in accordance with this Article. Prior to issuing a Work Authorization, the Contract Administrator must provide the County Attorney's Office with the written description of the work to be undertaken as required by this Agreement and must obtain a written concurrence from the County Attorney's Office that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement.

8.4.1 Before any Optional Service is commenced pursuant to a Work Authorization, Construction Project Manager shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service, which estimate shall be reviewed by Contract Administrator and a final amount for Construction Project Manager's compensation shall be approved as follows:

8.4.1.1 Any Work Authorization that will cost COUNTY less than Thirty Thousand Dollars (\$30,000.00) may be signed by Contract Administrator and Construction Project Manager, using the Work Authorization Form provided by County for that purpose.

8.4.1.2 Any Work Authorization that will cost COUNTY at least Thirty Thousand Dollars (\$30,000.00) but not more than One Hundred Thousand Dollars (\$100,000.00) may be signed by COUNTY's Purchasing Director, and Construction Project Manager.

8.4.1.3 Work Authorizations within the Purchasing Director's delegated authority shall be prepared using the Work Authorization Form provided by COUNTY for that purpose. Any Work Authorization above the COUNTY's Purchasing Director's authority must be approved by Board and shall be prepared using the Work Authorization Form provided by COUNTY for that purpose.

- 8.4.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed (NTP) for those authorized Optional Services. Construction Project Manager shall not commence such work until after receipt of the Contract Administrator's NTP.
- 8.4.3 Any charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by Contract Administrator, Purchasing Director, or Board as follows: Contract Administrator shall sign in instances where the cumulative total of the modifications (the amount approved in the original Work Authorization plus the modifications thereto) does not exceed Thirty Thousand Dollars (\$30,000.00). COUNTY's Purchasing Director shall sign in instances where the cumulative total of the modifications does not exceed the Purchasing Director's approval authority delegated by Board. Board shall sign in those instances where the cumulative total of the modifications exceeds the Purchasing Director's approval authority. Notwithstanding anything contained in this subsection, Construction Project Manager's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written approval as outlined above.
- 8.4.4 All Work Authorizations issued by the Contract Administrator shall contain, as a minimum, the following information and requirements:
- 8.4.4.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by Construction Project Manager), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.
- 8.4.4.2 A budget establishing the amount of compensation, which amount shall constitute a lump sum and shall not be exceeded unless prior written approval of COUNTY is obtained. In the event COUNTY does not approve an increase in the lump sum, and the need for such action is not the fault of Construction Project Manager, the authorization shall be terminated, and Construction Project Manager shall be paid in full for all work completed to that point, but shall in no case exceed the lump sum. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.
- 8.4.4.3 A time established for completion of the work or services undertaken by Construction Project Manager or for the

submission to COUNTY of documents, reports, and other information pursuant to this Agreement.

8.4.4.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

8.4.4.5 Work Authorizations shall be dated, serially numbered, and signed.

8.5 As provided in this Agreement, each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value, or Fifty Thousand Dollars (\$50,000.00), whichever is less, shall be reviewed by COUNTY for opportunities to include or increase CBE participation. Construction Project Manager shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

ARTICLE 9

COUNTY'S RESPONSIBILITIES

- 9.1 COUNTY shall assist Construction Project Manager by placing at Construction Project Manager's disposal all information COUNTY has available that is pertinent to the Project including previous reports and any other data relative to design or construction of the Project. It is understood and agreed that COUNTY, in making reports, site information and documents available to the Construction Project Manager is in no way certifying as to the accuracy or completeness of such data and any supporting documentation included therein. Any conclusions or assumptions drawn through examination thereof shall be the sole responsibility of the Construction Project Manager and subject to whatever measure it deems necessary to final verification essential to its performance under this Agreement.
- 9.2 COUNTY shall arrange for access to, and make all provisions for, Construction Project Manager to enter upon public and private property as required for Construction Project Manager to perform its services.
- 9.3 COUNTY shall review the deliverables/documents identified in a Work Authorization and respond in writing with any comment within the time set forth on the approved Project Schedule.
- 9.4 COUNTY shall give prompt written notice to Construction Project Manager whenever COUNTY observes or otherwise becomes aware of any development

- that affects the scope or timing of Construction Project Manager's services or any defect in the services of the Contractor or Design Professionals.
- 9.5 If Contract Administrator desires to request removal of any of Construction Project Manager's staff, the Contract Administrator shall first meet with Construction Project Manager and provide reasonable justification for said removal.

ARTICLE 10

EEO AND CBE COMPLIANCE

10.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Construction Project Manager shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. Construction Project Manager shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

Construction Project Manager shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Construction Project Manager shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Construction Project Manager shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, Construction Project Manager represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from Construction Project Manager all monies paid by

COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

10.2 CBE COMPLIANCE

10.2.1 The CBE Program, which is implemented under the County Business Enterprise Act of 2009 (Broward County Ordinance No. 2009-40, as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. In completing this Project, Construction Project Manager agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. Failure by Construction Project Manager to carry out any of the CBE Program requirements shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy available under this Agreement, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative. Construction Project Manager acknowledges that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Economic and Small Business Development, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Construction Project Manager and shall include a deadline for Construction Project Manager to notify COUNTY if Construction Project Manager concludes that the modification exceeds the authority of this section of this Agreement. Failure of Construction Project Manager to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Construction Project Manager.

The COUNTY, acting by and through its Office of Economic and Small Business Development, shall have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial Agreement price by ten percent (10%) or Fifty Thousand Dollars (\$50,000) whichever is less, for opportunities to include or increase the participation of CBE firms already involved in this Agreement. Construction Project Manager shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Office of Economic and Small Business Development.

10.2.2 COUNTY and Construction Project Manager agree that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. Construction Project Manager understands that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Office of Economic and Small Business Development. In an effort to assist COUNTY in achieving its established goal for this Project, Construction Project Manager agrees to meet the following CBE participation goal by utilizing the CBE firms for the work and dollar values described in Subsection 10.2.3:

Total CBE Goal	21%
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Unless the time for submission of same is extended in writing by the Broward County Office of Economic and Small Business Development, a Letter of Intent, in substantially the form attached hereto as Exhibit "C", executed by each CBE subcontractor listed on the Schedule of CBE Participation to perform as a subcontractor must be submitted to the Broward County Office of Economic and Small Business Development prior to issuance of the Notice to Proceed. The information contained within the Letter of Intent and the information contained within the Schedule of CBE Participation should be the same as to content.

Construction Project Manager may not terminate for convenience a certified CBE listed as a subcontractor in the Construction Project Manager's bid or offer without the County's prior written consent, which consent shall not be unreasonably withheld. If Construction Project Manager terminates a CBE firm for any reason, including for cause, Construction Project Manager shall make good faith efforts to find another certified CBE to perform the work due to be performed by the original CBE. Construction Project Manager acknowledges that any failure to meet its obligation under this paragraph shall constitute a material breach of this Agreement. Construction Project Manager shall inform COUNTY immediately when a CBE firm is not able to perform or if Construction Project Manager believes the CBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of Construction Project Manager to substitute the CBE firm with another CBE firm.

10.2.3 In performing services for this Project, COUNTY and Construction Project Manager hereby incorporate Construction Project Manager's participating CBE firms, addresses, scope of work, and dollar value identified on the Schedule of CBE Participation into this Agreement (Exhibit "D"). Upon execution of this Agreement by COUNTY, Construction Project Manager shall enter into a formal contract with the CBE firms Construction Project

Manager selected to fulfill the CBE participation goal for this Agreement and agrees to provide copies of its contracts with such firms to the Contract Administrator and the Broward County Office of Economic and Small Business Development. Construction Project Manager shall not terminate a CBE firm listed on the Schedule of Participation without cause unless Construction Project Manager has received COUNTY's prior written consent, which shall not be unreasonably withheld. Construction Project Manager understands that each replacement CBE firm utilized on the Project to meet the participation goal must also be certified by the Broward County Office of Economic and Small Business Development.

10.2.4 Construction Project Manager shall allow COUNTY to engage in on-site reviews to monitor Construction Project Manager's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the Office of Economic and Small Business Development. COUNTY shall have access, without limitation, to Construction Project Manager's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days notice, to allow COUNTY to determine Construction Project Manager's compliance with its commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.

10.2.5 Construction Project Manager understands that it is the responsibility of the Contract Administrator and the Broward County Office of Economic and Small Business Development to monitor compliance with the CBE requirements. In that regard, Construction Project Manager agrees to furnish monthly reports regarding compliance with its CBE obligations to the Contract Administrator with its partial pay requests under Section 5.4 of this Agreement, which report shall, as a minimum, include all expenditures made to achieve compliance with its assigned goal or other contractual conditions agreed to by Construction Project Manager, the name and business address of each CBE firm participating in this Agreement; a description of the work performed and/or product or service supplied by each CBE firm; the date and amount of each expenditure; and any other information requested by COUNTY's representative which may assist COUNTY in determining Construction Project Manager's compliance with its contractual obligations, or which may assist in the implementation and enforcement of the Act. The submission of the report required by this subsection shall be a condition of payment to Construction Project Manager. The monthly reports shall be submitted on the CBE Participation Performance Report attached as Exhibit "E". The first report shall be due at the end of the first month of this Agreement.

10.2.6 In the event of Construction Project Manager's noncompliance with its participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of Construction Project Manager:

10.2.6.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with Construction Project Manager.

10.2.6.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by Construction Project Manager, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between Construction Project Manager and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.

10.2.6.3 Nothing under this Subsection 10.2.6 shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.

10.2.7 Construction Project Manager agrees that nonpayment of a CBE subconsultant, subcontractor or supplier as required by Section 4.4 of this Agreement shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Construction Project Manager demonstrates timely payments of sums due to such subconsultant, subcontractors or suppliers. Construction Project Manager agrees that the presence of a "pay when paid" provision in its contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Subsection 10.2.7 shall not be employed when Construction Project Manager demonstrates that failure to pay results from a bona fide dispute with its CBE subconsultant, subcontractor or supplier.

10.2.8 If Construction Project Manager fails to comply with the requirements of this Agreement or the requirements of the County Business Enterprise Act of 2009, COUNTY shall have the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this Agreement or under applicable law, with all such rights and remedies being cumulative.

10.2.9 In addition to COUNTY's rights of termination set forth under this Agreement, COUNTY may also terminate this Agreement if Construction

Project Manager is determined by COUNTY's Director of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

10.2.10 If Construction Project Manager made a good faith effort but failed to meet the contract participation goal established under this Agreement, Construction Project Manager shall complete and submit a "CBE Unavailability Report" in the form attached hereto as Exhibit "F." Construction Project Manager must be able to demonstrate through proper documentation its reasonable efforts to meet the goal. Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the CBE goals may include, but are not limited, to:

- 10.2.10.1 Attendance at any scheduled pre-solicitation meeting concerning CBE participation;
- 10.2.10.2 Timely advertisement in general circulation media, trade association publications, and small and economically disadvantage business-focus media;
- 10.2.10.3 Timely notification of small and economically disadvantaged businesses or contractor groups and associations of solicitation for specific sub-bids;
- 10.2.10.4 Proof of written solicitations to CBE firms;
- 10.2.10.5 Efforts made to organize portions of the work into appropriately scaled subcontracting packages in order to increase the likelihood of CBE participation; and
- 10.2.10.6 Efforts to assist CBE firms in obtaining bonding or insurance required by COUNTY.

ARTICLE 11

INSURANCE

- 11.1 Construction Project Manager shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in below in accordance with the terms and conditions required by this Article.
- 11.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement.

- 11.3 Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Construction Project Manager shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds under the Comprehensive General or Commercial Liability Insurance policy hereinafter described, as well as on excess liability except personal liability.

- 11.3.1 Professional Liability Insurance shall be provided with the limits of liability provided by such policy to be no less than Two Million Dollars (\$2,000,000.00) each claim and Two Million Dollars (\$2,000,000) per aggregate, with a maximum deductible of One Hundred Thousand Dollars (\$100,000.00).

Construction Project Manager shall notify COUNTY in writing within thirty (30) calendar days of any claims filed or made against the Professional Liability Insurance Policy.

- 11.3.2 Workers' Compensation Insurance shall be provided to apply for all employees in compliance with Chapter 440, Florida Statutes, as amended, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with a limit of a minimum of One Hundred Thousand Dollars (\$100,000.00) for each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

- 11.3.3 Comprehensive General or Commercial Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Two Million Dollars (\$2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.
Independent Contractors.
Broad Form Property Damage.
Broad Form Contractual Coverage applicable to this specific Agreement.
Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

11.3.4 Business Automobile Liability Insurance shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.
Hired and non-owned vehicles.
Employers' non-ownership.

- 11.4 Construction Project Manager shall provide to COUNTY certificate(s) of insurance for all insurance policies required by this Article including any subsection thereunder and attached hereto as Exhibit "G." COUNTY reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that COUNTY shall be given at least thirty (30) calendar days notice prior to expiration, cancellation or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the services, copies of renewal certificates shall be furnished at least thirty (30) days prior to the date of their expiration. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the acceptance of the Project by the COUNTY.
- 11.5 In the event Construction Project Manager elects to enter in an agreement with a subcontractor(s) to perform work/activities for the Project referenced herein, Construction Project Manager agrees to include in its contract with the successful Consultant(s) the requirements set forth above in favor of COUNTY. The Construction Project Manager further agrees to provide COUNTY, prior to commencement of any activities, Certificates of Insurance evidencing subcontractor(s) compliance with the requirements of this section.
- 11.6 The certificate holder address shall read "Broward County Board of County Commissioners, Florida." The official title of the owner is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.
- 11.7 Right to revise or reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

ARTICLE 12

MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Construction Project Manager in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by Construction Project Manager to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, COUNTY may withhold any payments then due to Construction Project Manager until Construction Project Manager complies with the provisions of this section.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Construction Project Manager and its subconsultants, the costs of which have been reimbursed to the Construction Project Manager as a direct cost, shall be turned over to the COUNTY at completion or earlier termination of this Agreement, or disposed of as directed by the Contract Administrator, and the proceeds of any such disposal shall be credited to, or paid to, the COUNTY.

12.2 TERMINATION

12.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of COUNTY by someone other than the Board, termination by COUNTY may be by action of the County Administrator or the COUNTY representative (including his or her successor) who entered in this Agreement on behalf of COUNTY. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such

termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

12.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, Construction Project Manager's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. This Agreement or a Work Authorization may also be terminated by the Board:

- 12.2.2.1 Upon the disqualification of Construction Project Manager as a CBE by COUNTY's Director of Office of Economic and Small Business Development if Construction Project Manager's status as a CBE was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by Construction Project Manager;
- 12.2.2.2 Upon the disqualification of Construction Project Manager by COUNTY's Director of Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by Construction Project Manager in the course of obtaining this Agreement or the Work Authorization, or attempting to meet the CBE contractual obligations;
- 12.2.2.3 Upon the disqualification of one or more of Construction Project Manager's CBE participants by COUNTY's Director of Office of Economic and Small Business Development if any such participant's status as a CBE firm was a factor in the award of this Agreement or the Work Authorization, and such status was misrepresented by Construction Project Manager or such participant;
- 12.2.2.4 Upon the disqualification of one or more of Construction Project Manager's CBE participants by COUNTY's Director of Office of Economic and Small Business Development if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

12.2.2.5 If Construction Project Manager is determined by COUNTY's Director of Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

12.2.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

12.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Construction Project Manager shall be paid for any services properly performed under the Agreement or Work Authorization through the termination date specified in the written notice of termination. Construction Project Manager acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by Construction Project Manager, for COUNTY's right to terminate this Agreement for convenience.

12.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due Construction Project Manager shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of Article 12.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of Construction Project Manager and its subconsultants that are related to the Project and this Agreement. Construction Project Manager shall keep such books, records and accounts and shall require any and all subconsultants to keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project and this Agreement, including without limitation, entries as to personnel hours charged to the Project and any expenses for which Construction Project Manager expects to be reimbursed. All books, records and accounts of Construction Project Manager shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Construction Project Manager shall make same available at no cost to COUNTY in written form. All records shall be kept so that they can be produced to the COUNTY in a manner that reflects

documentation relating to the Project only and said records should not be commingled with other Project records. Incomplete or incorrect entries in such books and records and accounts will be grounds for COUNTY's disallowance and recovery of any fees or expenses based upon such entries.

Construction Project Manager and its subconsultants shall preserve and make available, at reasonable times for examination and audit by COUNTY, all books, records and accounts relating to the Project and this Agreement, including without limitation, financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement or the Project, all of which shall be preserved for the required Retention Period (as hereinafter defined). The Retention Period is defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), or if any audit has been initiated and audit findings have not been resolved at the end of such period, the books, records and accounts shall be retained until resolution of the audit findings, or (ii) for a period of three (3) years after final payment and the completion of all services to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three (3) years, the books, records and accounts shall be retained until resolution of the audit findings, or (iii) if this Project is subject to Florida Department of Transportation grants, for a period of five (5) years after final payment and the completion of all services to be performed pursuant to this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to Construction Project Manager's records, Construction Project Manager shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Construction Project Manager.

12.4 PUBLIC ENTITY CRIMES ACT

Construction Project Manager represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Construction Project Manager or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public services, may not submit bids on leases of real property to COUNTY, may not be awarded or perform services as a contractor, supplier, subcontractor, subconsultant or Construction Project Manager under a contract with County, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on

the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, Construction Project Manager further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved or whether Construction Project Manager has been placed on the convicted vendor list.

12.5 NO CONTINGENT FEE

Construction Project Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Project Manager, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Project Manager any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

12.6 SUBCONSULTANTS

12.6.1 Construction Project Manager shall utilize the subconsultants identified in the proposal that was a material part of the selection of Construction Project Manager to provide the services for the Project. Construction Project Manager shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by Construction Project Manager. Where Construction Project Manager's failure to use a subconsultant results in Construction Project Manager's noncompliance with CBE participation goals, such failure shall entitle the affected CBE subconsultants to damages available under local and state law.

12.6.2 If any of the services outlined in this Agreement are furnished by Construction Project Manager by obtaining the services of subconsultants, Construction Project Manager shall provide COUNTY with proposals and contracts between the subconsultants and Construction Project Manager outlining the services to be performed and the charges for same, together with any other documentation required by COUNTY.

12.7 CONSTRUCTION PROJECT MANAGER CERTIFICATION

The Construction Project Manager hereby certifies that this Agreement is made in good faith, and without fraud, collusion of any kind with any other Construction Project Manager for the same services, and that the Construction Project Manager is acting solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

12.8 ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the other party. Construction Project Manager shall not subcontract any portion of the services required by this Agreement except as authorized pursuant to Section 12.6.

12.9 INDEMNIFICATION OF COUNTY

12.9.1 Construction Project Manager shall indemnify, and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Construction Project Manager, and other persons employed or utilized by Construction Project Manager in the performance of this Agreement. In the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, Construction Project Manager shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

12.9.2 To the extent considered necessary by Contract Administrator and County Attorney, any sums due Construction Project Manager under this Agreement may be withheld by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld by COUNTY shall not be subject to payment of interest by COUNTY.

12.9.3 The provisions of this Section 12.9 shall survive the expiration or earlier termination of this Agreement.

12.10 REPRESENTATIVE OF COUNTY AND CONSTRUCTION PROJECT MANAGER

12.10.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon Construction Project

Manager's request, shall advise Construction Project Manager in writing of one (1) or more employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.10.2 Construction Project Manager shall inform the Contract Administrator in writing of Construction Project Manager's representative to whom matters involving the conduct of the Project shall be addressed.

12.10.3. Construction Project Manager shall inform the Contract Administrator in writing if Construction Project Manager proposes any changes to its key personnel.

12.11 NO CONFLICTS

12.11.1 The employees and officers of Construction Project Manager, its subconsultants, and the subsidiaries of Construction Project Manager and its subconsultants shall not, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she or Construction Project Manager is not a party, unless compelled by court process. Further, Construction Project Manager agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

12.11.2 Construction Project Manager, its subconsultants, and the subsidiaries, officers and personnel of Construction Project Manager and its subconsultants shall not perform consulting services or provide legal services that would in any way be in conflict with the Project or detrimental to the Project, for any municipality, developer, tenant or landowner developing or having property adjacent to Project, including such additional property that may need to be acquired to implement the development of the New Broward County Courthouse. At least ten (10) calendar days prior to undertaking any services for any of the listed entities, the Construction Project Manager shall provide the Contract Administrator with a written description of the contemplated services and the Contract Administrator shall promptly advise as to whether such services would be detrimental to the Project or in conflict therewith.

12.11.3 Construction Project Manager, its subconsultants, and the subsidiaries, officers, and personnel of Construction Project Manager and its subconsultants shall not have or hold any continuing or frequently

recurring employment or contractual relationship that is substantially antagonistic or incompatible with such party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

- 12.11.4 In the event Construction Project Manager is permitted pursuant to this Agreement to utilize subconsultants to perform any services required by this Agreement, Construction Project Manager agrees to require such subconsultants, by written contract, to comply with the provisions of this section.

12.12 ALL PRIOR AGREEMENTS SUPERSEDED / AMENDMENTS

- 12.12.1 This document incorporates and includes and supersedes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and represents the final and complete understanding of the parties. The parties agree that there is no commitment, agreement or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement whether oral or written.

- 12.12.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

12.13 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by overnight courier with delivery confirmation, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR BROWARD COUNTY:

Director
Construction Management Division
Broward County
115 South Andrews Avenue

Fort Lauderdale, FL 33301

FOR CONSTRUCTION PROJECT MANAGER:

JR Rick Kolb
Principal in Charge
The Weitz Company, LLC
4000 Hollywood Blvd. Suite 120 North
Hollywood, Florida 33021

12.14 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Construction Project Manager shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

12.15 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

12.16 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free services place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by Construction Project Manager shall serve as Construction Project Manager's required certification that it either has or that it will establish a drug-

free services place in accordance with Chapter 21.31(a) of the Broward County Procurement Code and will continue to maintain same during the term of this Agreement.

12.17 INDEPENDENT CONTRACTOR; THIRD PARTY BENEFICIARIES; NO JOINT RELATIONSHIP

Construction Project Manager is an independent contractor under this Agreement. Services provided by Construction Project Manager shall be subject to the supervision of Contract Administrator. In providing the services, Construction Project Manager or its agents shall not be acting and shall not be deemed as acting as officers, employees or agents of the COUNTY.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Neither Construction Project Manager nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or a claim against either of them based upon this Agreement.

This Agreement shall not constitute or make the parties a partnership or joint venture or create any other joint relationship. COUNTY does not extend to Construction Project Manager or Construction Project Manager's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.18 INCORPORATION BY REFERENCE

The truth and accuracy of each Whereas clause set forth above is acknowledged by the parties. The attached Exhibits "A" through "K" and Attachment 1 are incorporated into and made a part of this Agreement by this reference. In the event of conflict between the terms contained in this Agreement and the terms contained in any of the documents attached or incorporated herein, the terms of this Agreement shall control and shall be given full effect.

12.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

12.20 COMPLIANCE WITH LAWS

Throughout the term of this Agreement, the Construction Project Manager shall keep fully informed of all federal, state, county and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect services authorized under the terms of this Agreement, and shall further take into account all known pending changes to the foregoing. The Construction Project Manager shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 AGREEMENT SEVERABLE; WAIVER OF BREACH AND MATERIALITY

12.21.1 In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless COUNTY or Construction Project Manager elects to terminate this Agreement. Any election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

12.21.2 Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.21.3 COUNTY and Construction Project Manager agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.22 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this

Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.

12.24 PAYABLE INTEREST

12.24.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Construction Project Manager waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.24.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.24.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.25 JURISDICTION, APPLICABLE LAW, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. Venue for litigation arising out of this Agreement shall be in such state courts. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.**

12.26 RE-USE OF PROJECT, END PRODUCT, OR DELIVERABLES

COUNTY may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Construction Project Manager's professional services (including, but not limited to, drawings, specifications, other documents, and services as described in any work authorization); and Construction Project Manager agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Construction Project Manager shall not be liable in any respect for such reuse.

The terms and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed by the parties in writing.

12.27 MULTIPLE ORIGINALS

This Agreement may be fully executed in up to five (5) counterparts by all parties, each of which, bearing original signatures, shall be deemed to be an original.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and _____, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

By _____

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

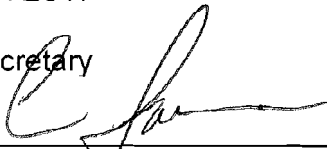
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE WEITZ COMPANY, LLC
FOR CONSTRUCTION PROJECT MANAGER SERVICES FOR CONSTRUCTION
PROJECT MANAGEMENT SERVICES FOR NEW BROWARD COUNTY
COURTHOUSE.

CONSTRUCTION PROJECT MANAGER

ATTEST:

Secretary


(Please Type Name of Secretary)

Notarized by:
Sharon S. Nix

(CORPORATE SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Sharon S. Nix
Commission #DD773241
Expires: MAR. 30, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

By


(President/Vice President)

Don Tori
(Please Type Name of President/
Vice-President)

14th day of January, 2010

EXHIBIT "A"
SCOPE OF SERVICES

Pre-Construction Phase

A. *Schematic Design*

- () 1. CONSTRUCTION MARKET SURVEY. Construction Project Manager will conduct a local Construction Market Survey to obtain current information concerning the general construction backlog among contractors, current and pending labor contracts, local conditions and practices, and other economic factors. The survey will serve to confirm current construction prices.
- () 2. DEVELOPING DESIGN PHASE PROCEDURES. Construction Project Manager in conjunction with the Contract Administrator, will develop the Design Phase procedures and report formats. These procedures will provide the basis for communication between the Design Consultant, Construction Project Manager and Contract Administrator.
- () 3. MANAGEMENT PLAN. Construction Project Manager will prepare a Management Plan which will establish the general basis for the sequence of the design effort and the contracting for construction. In preparation for this Management Plan, Construction Project Manager will evaluate the local construction market, the Contract Administrator's resources, the Contract Administrator's schedule and Project budget goals, develop alternative approaches, and make recommendations to the Contract Administrator. Construction Project Manager will prepare the Management Plan in final form after review and comment of a drafted document by the Contract Administrator. This document will indicate the project rationale, the strategy for purchasing construction, the various bid packages for the Project and a Provisional Master Schedule for the Project. The Construction Project Manager will make recommendations regarding the number of their staff to be located in the Construction Management Division offices to provide quick response to project issues and improved communication with the Contract Administrator.
- () 4. PROVISIONAL MASTER SCHEDULE. Construction Project Manager will develop a Provisional Master Schedule as a part of the Management Plan. The Provisional Master Schedule will contain key milestones to be accomplished by the Project participants. Once the Provisional Master Schedule is defined, a more comprehensive List of Critical Dates will be prepared.

- () 5. PROJECT BUDGET. Construction Project Manager will review the Program of Requirements, site constraints, findings of the Market Survey, the Contract Administrator's schedule goals, and budget data in existence, and develop the Project budget based on this data and Construction Project Manager's historical cost data. Construction Project Manager will make a report of the budget to the Contract Administrator indicating (1) shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the Program of Requirements if necessary. Upon balancing the budget with the Program of Requirements, Construction Project Manager will present to the Contract Administrator the Project budget.
- () 6. PROJECT COST MODEL. Based on the approved project budget for construction, Construction Project Manager will prepare a Project Cost Model, which is a display of the various building components budgeted. The Project Cost Model will then be used by Construction Project Manager as the basis of cost monitoring throughout the Design Phase.
- () 7. PRELIMINARY COST STUDIES. Construction Project Manager will provide preliminary cost studies on various programmatic and design alternatives, to determine the optimum cost benefit design approach.
- () 8. FEASIBILITY STUDIES. Construction Project Manager will provide feasibility studies which will, in addition to financial pro forma evaluation, incorporate other factors, such as increased efficiency, added life, reduced maintenance and energy costs, operational costs and other factors.
- () 9. MANAGEMENT INFORMATION CONTROL SYSTEM. Construction Project Manager will become knowledgeable of the Contract Administrator's reporting needs, will interview the Contract Administrator's key personnel, and, in conjunction with the Contract Administrator, will determine the type of information necessary, the reporting format, the frequency of various reports, and the distribution requirements for the Management Information Control System (MICS) for the Project. The MICS will be presented to the Contract Administrator in the form of a written report.
- () 10. Implement, or have a contract in place to implement, commissioning and enhanced commissioning systems for LEED certification of building per US Green Building Council, LEED Rating System.

B. DESIGN PHASE

- () 1. DESIGN PHASE COORDINATION. Construction Project Manager will serve as the Contract Administrator's representative in coordination of the design team's activities and will provide leadership with respect to the implementation of design phase procedures by all parties.
- () 2. DESIGN COMPLIANCE WITH CONSULTANT PRE-DESIGN SUBMITTAL: Construction Project Manager will monitor and review the development of the Design Documents for compliance with the Consultant pre-design submittal including the County approved building program.
- () 3. MONITOR DESIGN SCHEDULE. Construction Project Manager will expedite the flow of information between the Contract Administrator, the Design Consultant, and other parties. Construction Project Manager will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created and will make written recommendations for corrective action.
- () 4. DESIGN PROGRESS MEETINGS. Construction Project Manager will conduct design progress meetings in conjunction with the Contract Administrator, Design Consultant, and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions, and will be a point where design progress is reviewed and noted. Construction Project Manager will review and approve minutes of these meetings before they are distributed to all attendees and all other appropriate parties.
- () 5. COST MANAGEMENT PROCEDURES. Construction Project Manager will implement and maintain cost management procedures throughout the design phase. When design or programmatic changes are considered, the CPM will advise the Contract Administrator of the cost implications and if approved by the Contract Administrator, the changes will be recorded and the cost effect will be documented in the form of a Contract Amendment. Contract Administrator Changes shall not be approved that are outside the limits of the project budget without the approval of the Contract Administrator.
- () 6. DESIGN AND CONSTRUCTABILITY REVIEWS. At each Design Consultant submittal (Schematic, Design Development, 50% C D.'s and 100% CD's), Construction Project Manager shall review the in-progress design documents for adherence to the Program Requirements, Constructability, Sustainability, Energy Efficiency, Appropriate Technology, Engineering and Design Specialty, Site Constraints, Functional Analysis,

Best Practices, Schedule and Cost. This review will be provided at the Schematic Design Phase and all succeeding design phases. Construction Project Manager's comments will be provided in writing and as notations on the submittal documents; and shall be provided within the constraints of the project schedule time frames for review.

- () 7. COORDINATION REVIEW. Construction Project Manager will review the Design consultant's 100% contract document submissions and provide written comments on the coordination by the Design Consultant of the various disciplines, including civil, life safety, architectural, interiors, landscaping, structural, mechanical, electrical, communications, security, and plumbing.
- () 8. COORDINATE DESIGN COMMENTS. Construction Project Manager will provide coordination between the Design Consultant and the Contract Administrator's representatives (user agencies, facilities maintenance, E. T. S., risk management, communications, construction management) in an effort to obtain the proper flow of information. Construction Project Manager will coordinate the design reviews at the Schematic Design, Design Development, 50% Construction Documents and 100% Construction Documents phases and will compile and expedite the Contract Administrator's comments to the design team. This work will be conducted within the timeframes of the approved project schedule.
- () 9. EXPEDITE AGENCY REVIEWING AND APPROVALS. Construction Project Manager will if required, assist in securing and transmitting appropriate documents to the various approval agencies and will assist with expediting approvals to the extent reasonably feasible.
- () 10. UPDATE MANAGEMENT PLAN. During the design phase, Construction Project Manager will periodically update and maintain the Management Plan. The updated Management Plan will be distributed to the Contract Administrator, the Design Consultant, and other appropriate parties.
- () 11. UPDATE MASTER SCHEDULE. During the design phase, Construction Project Manager will periodically update and maintain the Master Schedule. The updated Master Schedule will be distributed to the Contract Administrator, the Design Consultant, and other appropriate parties.
- () 12. PROJECT ANTICIPATED COST. Construction Project Manager will prepare documents concerning the Project's anticipated construction and construction related costs, and appropriate contingencies. This information will be prepared in a format approved by the Contract Administrator.
- () 13. SCHEMATIC DESIGN ESTIMATE. Construction Project Manager will

provide a Schematic Design Estimate in Cost Model format at the conclusion of the Schematic Design phase. This Schematic Design Estimate will be accompanied by a report to the Contract Administrator and Design Consultant identifying variances with the original budget and if required, make recommendations for appropriate corrective action.

- () 14. DESIGN DEVELOPMENT (DD) ESTIMATE. Construction Project Manager will provide a Design Development Estimate in Cost Model format at the conclusion of the Design Development phase. This Design Development Estimate will be accompanied by a report to the Contract Administrator and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action.
- () 15. 50% CONSTRUCTION DOCUMENT (CD) ESTIMATE. Construction Project Manager will provide a 50% CD Estimate in Cost Model format at the conclusion of the 50% CD phase. This 50% CD Estimate will be accompanied by a report to the Contract Administrator and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action.
- 16. 100% CONSTRUCTION DOCUMENT (CD) ESTIMATE. Construction Project Manager will provide a 100% CD Estimate in Cost Model format at the conclusion of the 100% CD phase. This 100% CD Estimate will be accompanied by a report to the Contract Administrator and Design Consultant identifying variances with the original budget and making recommendations for appropriate corrective action.
- () 17. COST ADJUSTMENT SESSIONS. Should significant variance be detected on the Schematic Design, Design Development, 50% CD Estimates, 100% CD Estimates, Construction Project Manager will conduct cost adjustment sessions with the Design Consultant and the Contract Administrator. At the conclusion of these sessions, Construction Project Manager, in conjunction with the Contract Administrator, may request commitments from the Design Consultant for design adjustments to the documents. Upon submittal of adjusted design documents, Construction Project Manager will prepare a confirmation Schematic Design, Design Development, 50% CD, and 100% CD Estimate and report to the Contract Administrator and Design Consultant.
- () 18. VALUE ANALYSIS STUDY. Construction Project Manager will provide a value analysis study on major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service. This value analysis will be summarized in report form and distributed to the Contract Administrator, the Design Consultant, and other appropriate parties.

- () 19. TRADE-OFF STUDIES. Construction Project Manager will provide cost comparative analysis on various construction components. The results of the trade-off studies will be summarized in report form and distributed to the Contract Administrator, Design Consultant, and other appropriate parties for review and direction.
- () 20. VALUE ENGINEERING. Construction Project Manager will conduct a Value Engineering Workshop on the Project. This Value Engineering session will be performed in accordance with the Society of American Value Engineers' procedures. A formal report will be presented to the Contract Administrator and Design Consultant of the Value Engineering Workshop's findings and recommendations.
- () 21. COST MONITORING. Construction Project Manager will monitor the cost of the design in each phase. Construction Project Manager will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as-needed basis.
- () 22. MICS IMPLEMENTATION. Construction Project Manager will initiate and maintain during this and subsequent phases of the Project the system of information reporting as established for the Project.
- () 23. PROJECT STATUS REPORTS. Construction Project Manager will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress against scheduled progress for the design phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
- () 24. CASH FLOW PROJECTION REPORTS. Construction Project Manager will generate and distribute a cash flow projection report.
- () 25. DESIGN PHASE CHANGE ORDER REPORTS. Construction Project Manager will generate and distribute Design Phase Change Order reports which will reflect all actual Design Phase Change Orders as of the date of the report and their net effect on the original project budget. This report will be prepared and distributed to the Owner and Design Consultant each month.
- () 26. CONTRACTS FOR CONSTRUCTION. Construction Project Manager will prepare, for the Owner's approval, the Invitation to Bid, the Form of Proposal, the General Conditions, the Supplementary Conditions and the Special Conditions for the contracts for construction.

- () 27. BIDDING PROCEDURES. To the extent reasonably feasible, Construction Project Manager will develop and expedite bidding procedures for bid document issuance, bidder tracking and receipt of proposals.
- () 28. PUBLIC RELATIONS ACTIVITIES. Construction Project Manager will assist the Contract Administrator and Design Consultant in public relations activities including preparation of the Project information, and attending internal and public meetings.
- () 29. GENERATE BIDDER INTEREST. Construction Project Manager will maintain contact with potential bidders on a regular basis throughout the bid period. This includes major subcontractors and suppliers as well as General Contractors. A telephone campaign will be conducted to stimulate and maintain interest in bidding on the Project.
- 30. DIRECT MATERIAL PURCHASE. The Construction Project Manager shall assist the County in identifying, specifying, purchasing, and assuring delivery of building components which may be provided by the County as a 'direct material purchase', and provide long lead item coordination to facilitate acquisition.
- 31. ELECTRONIC WORK PLATFORM. The Construction Project Manager shall provide and maintain an electronic work platform for project team document management.
- 32. PROJECT RECORD DOCUMENTS. The Construction Project Manager shall retain and manage the project records in an electronic format, with the appropriate software capabilities and organizational structure.
- 33. CONSTRUCTION PHASING. In the Design phase, the Construction Project Manager shall advise Contract Administrator and the Design Consultant regarding appropriate phasing of the construction work and the impact on the schedule.
- 34. ENHANCED COMMISSIONING. Implement and document US Green Building Council, LEED Rating System, credit required commissioning and enhanced commissioning activities for LEED certification of building.

C. BID AND AWARD PHASE

- () 1. PREQUALIFIED BIDDERS LIST. Construction Project Manager will, if required and authorized, assist in preparing lists of possible bidders for each bid package and assist the Owner in prequalifying bidders. This

activity may entail the preparation and transmission of questionnaires; receiving, analyzing and scoring completed questionnaires; interviewing bidders' bonding agents, financial institutions, and previous clients; and preparing recommendations to the Contract Administrator.

- () 2. BID ADVERTISEMENTS. Construction Project Manager will assist the Contract Administrator in preparing and placing notices and advertisements relative to intent to solicit bids on the Project.
- () 3. RLI Process. The Construction Project Manager may assist in developing scope, evaluation criteria and develop the submittal evaluation criteria for the Selection process assist in the writing of the Board Agenda item for approval of the Construction contract.
- () 4. COORDINATION AND INQUIRIES. Construction Project Manager will coordinate communications related to Bidder inquiries and seek resolution from the appropriate party and timely forward such information to the bidders. Construction Project Manager will instruct the Design Consultant to issue addenda when necessary.
- () 5. ADDENDA REVIEW. Construction Project Manager will assist with the review of each addendum during the Bid Phase for time, cost, or constructability impact, and make appropriate comments or recommendations.
- () 6. ADDENDUM ESTIMATE. Construction Project Manager will provide a cost estimate for each addendum. This estimate will be communicated to the Contract Administrator and Design Consultant if requested and authorized by the Contract Administrator.
- 7. PREPROPOSAL and/or PREBID CONFERENCE(S). Construction Project Manager will assist with conducting pre-bid conference(s). These conferences will be a forum for the Owner, Construction Project Manager, and Design Consultant to present the project requirements to the bidders.
- () 8. BID EVALUATION. Upon receipt of bids, Construction Project Manager will assist the Contract Administrator and Purchasing Division in the bid opening, evaluate the bids for completeness, full responsiveness and price, including alternate prices and unit prices, and will make a formal recommendation to the Contract Administrator in regard to the award of a contract.
- () 9. CONSTRUCTION CONTRACT NEGOTIATIONS. Construction Project Manager will assist with the negotiations on behalf of the Contract Administrator with the Contractor when negotiation for added or deleted

scope is necessary prior to award of contract.

- () 10. CONSTRUCTION CONTRACT(S). Construction Project Manager if requested and authorized, will assist the Contract Administrator in the preparation of the construction contract(s). Construction Project Manager will also provide the Notice to Proceed on behalf of the Contract Administrator to help assure a proper start of the construction.
- () 11. PRE-CONSTRUCTION CONFERENCE(S). Construction Project Manager will assist, in conjunction with the Contract Administrator, Purchasing Division, Owner's Controlled Insurance Program Administrator and the Design Consultant, in conducting a pre-construction orientation conference(s) for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.
- () 12. PRE-PURCHASE TRANSFERS. In the event that materials or equipment have previously been purchased for the use by any contractor, Construction Project Manager will assist in the preparation for the transfer of this equipment or materials concurrently with the bid/award of the appropriate contract.
- () 13. PROJECT STATUS REPORT. Construction Project Manager will prepare and distribute monthly, quarterly and annual Project Status Reports which will include schedule maintenance and cost status reports. The schedule maintenance report shall indicate actual progress compared with scheduled progress for the Bid and Award Phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
- () 14. CASH FLOW PROJECTION REPORTS. Construction Project Manager will continue to prepare and distribute cash flow projection reports. These will be adjusted to reflect cash flow based on actual bid figures in lieu of current budget.
- 15. PROJECT COMMUNICATIONS PLAN. The Construction Project Manager will prepare a communications plan for the construction phase of the project.

D. CONSTRUCTION PHASE

- () 1. ADMINISTRATION OF THE PROJECT. Construction Project Manager will provide an on-site management team and locate the on-site management team in offices provided by the selected General Contractor to provide

contract administration as an agent and representative of the Contract Administrator and to establish and implement coordination procedures between the Contract Administrator, Design Consultant, and Contractors. The on site team shall include a full time project field representative, a secretary, and a manager. Offices shall include computer networking to all other project team members and access (hardware and software) to electronic project files.

- () 2. **CONTRACT ADMINISTRATION.** Construction Project Manager will administer the construction contract as provided in the General Conditions of the contract for construction. Construction Project manager shall coordinate with the County's Owner's Controlled Insurance Program Administrator to ensure project compliance with the County's Owner's Controlled Insurance Program. Construction Project Manager will require all Contractors and Subcontractors to be enrolled into the County's OCIP Program prior to admittance to the construction site. Construction Project Manager will coordinate its OCIP Program prior to admittance to the construction site. Construction Project Manager will coordinate it's efforts regarding all safety inspections with the County's OCIP Administrator and OCIP Safety Consultant(s).
- () 3. **SUBMITTAL PROCEDURES.** Construction Project Manager will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary documentation. As the Contract Administrator's representative at the job site, Construction Project Manager will be the party through which change orders, payment requests, submittals and information will be processed from Contractor to Contract Administrator and/or Design Consultant, and from the Design Consultant and/or Contract Administrator to the Contractor.
- () 4. **JOB SITE MEETINGS.** Construction Project Manager will conduct weekly job-site progress meetings with the Contractors, conduct an overall coordination meeting with all Contractors, and will record, transcribe and distribute minutes to all attendees, the Contract Administrator, the Design Consultant, and all other appropriate parties.
- () 5. **COORDINATION OF TECHNICAL INSPECTION AND TESTING.** Construction Project Manager will coordinate the technical inspection and testing provided by the Design Consultant or other third parties. All technical inspection reports will be in a format approved by Construction Project Manager and will be received by Construction Project Manager on a daily basis.
- () 6. **CONSTRUCTION OBSERVATION.** Construction Project Manager will

make reasonable efforts to observe the progress of the Work and advise the Contract Administrator of any deviations, defects or deficiencies Construction Project Manager observes in the Work. Construction Project Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.

- () 7. NON-CONFORMING WORK. Construction Project Manager will, in conjunction with the Design Consultant, make recommendations for corrective action on observed nonconforming work. Construction Project Manager will make recommendations to the Contract Administrator and the Design Consultant in instances where Construction Project Manager observes work that, in its opinion, is defective or not in conformance with the Contract Documents.
- () 8. EXERCISE OF CONTRACT PREROGATIVES. When appropriate, Construction Project Manager will advise the Contract Administrator and make recommendations to the Contract Administrator for exercising the Contract Administrator's contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- () 9. MASTER SCHEDULE. Construction Project Manager will continue to update and maintain the Master Schedule by incorporating all in-progress adjustments, and will distribute the updated Master Schedule to the Contract Administrator, Design Consultant and other appropriate parties.
- () 10. CONSTRUCTION SCHEDULE. Upon the Contract Administrator's transmission of a Notice of Award to the successful Contractor, Construction Project Manager will review the Contractor's development of its detailed construction schedule within the framework of the submitted Preliminary Provisional Network. Using the critical path method, this schedule will have no activity duration greater than 14 days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction. Construction Project Manager will receive the detailed Construction Schedule from the Contractor and distribute the detailed Construction Schedule to the Contractor, the Contract Administrator, the Design Consultant and other appropriate parties.
- () 11. COMPUTERIZE THE CONSTRUCTION SCHEDULE. Construction Project Manager will use the critical path network as data and will initialize the detailed Construction Schedule report utilizing the computer. This information will be the basis for all future reports reflecting actual project

progress during the Construction Phase.

- () 12. SCHEDULE OF VALUES. Construction Project Manager will review and reconcile the Contractor's Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.
- () 13. CONSTRUCTION PROGRESS REVIEW. Construction Project Manager will review the progress of construction with the Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report which will be prepared and distributed to the Contractor, the Contract Administrator, Design Consultant and other appropriate parties. This report will reflect the Contractor's contractual progress, will be the basis for the monthly progress payment to the Contractor and will indicate to the Contract Administrator when notices to the Contractor for acceleration of the Work and the Contract Administrator prerogatives are appropriate.
- () 14. MONTHLY CONSTRUCTION SCHEDULE UPDATES. Construction Project Manager will prepare and distribute monthly construction schedule updates. After an evaluation of the actual progress as observed by Construction Project Manager; schedule activities will then be assigned percentage-complete values in conjunction with the Contractor. The report will reflect actual progress as compared to schedule progress noting variances (if any) as negative float. This report will also be the basis for determining implementation of certain Contract Administrator prerogatives concerning progress of the Project, when required.
- () 15. MONTHLY CONTRACTOR PAYMENT. Construction Project Manager will review and make recommendations pertaining to monthly payment to each Contractor. This activity will be an integral part of the monthly progress report updates. However, if it should later be found that a Contractor has failed to comply with the provisions of its contract with the Contract Administrator in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing a Certificate for Payment and by processing applications for payment, Construction Project Manager shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the previous monies paid on account of the construction contract sum.

- () 16. MONTHLY CONSTRUCTION PAYMENT REPORTS. Construction Project Manager will prepare and distribute the monthly construction payment reports which will be an integral function of the monthly schedule report. This report will reflect the total construction contract price, Contractor's payment to date, current payment requested, retainage, and actual amounts owed for the current period. The final portion of this report will be a Certificate of Payment which will be executed by Construction Project Manager, Design Consultant and Contractor, and transmitted to the Contract Administrator for use in the Contract Administrator's internal accounting system and payment to the Contractor.
- () 17. RECOVERY SCHEDULE. Construction Project Manager shall assist the Contractor in preparing a Recovery Schedule. This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Contractor to recapture the lost time and complete the Work in accordance with the Completion Dates. This Recovery Schedule will be distributed to the Contractor, the Contract Administrator, Design Consultant and other appropriate parties.
- () 18. SCHEDULE REVISION. Construction Project Manager will perform revisions to the Construction Schedule.
- () 19. CHANGE ORDER PROCESSING SYSTEM. Construction Project Manager will assist with the Change Order processing system. All requests for proposals will first be set forth in a letter by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary. The request for proposal will be transmitted to the Contractor by Construction Project Manager and a detailed breakdown of cost and time extension requested will be returned to Construction Project Manager from the Contractor for evaluation. Construction Project Manager will make recommendations to the Contract Administrator prior to execution of change orders. All change orders and requests for proposals will be tracked in Construction Project Manager's log, which will be the basis for the Change Order report to Contract Administrator.
- () 20. EVALUATE PROPOSAL COST. Construction Project Manager will evaluate the Contractor's proposal cost and will make a formal recommendation to the Contract Administrator regarding acceptance of the proposal for a Change Order. In the event of major scope changes during the construction phase, Construction Project Manager will, as an Additional Service, prepare an estimate for this change in scope in a Cost Model format.
- () 21. NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.

Construction Project Manager will negotiate change order costs and time extensions on behalf of the Contract Administrator when appropriate. Construction Project Manager will advise the Contract Administrator of acceptability of price and time extension prior to the execution of any change order.

- () 22. **FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Contract Administrator as an Additional Service, Construction Project Manager will maintain force account records on a daily basis to determine the actual worth and time required for the work.
- () 23. **CHANGE ORDER REPORTS.** Construction Project Manager shall prepare and distribute Change Order reports on a monthly basis throughout the Construction Phase. This report will provide Change Order information pertaining to proposed and executed Change Orders and their effect on the contract price as of the date of the report.
- () 24. **CONTRACTOR CLAIMS.** Construction Project Manager will be the recipient of all notices of claims by Contractors against the Contract Administrator for additional cost or time due to any alleged cause. Construction Project Manager will perform a preliminary evaluation of the contents of the claim, obtain factual information concerning the claim, and make recommendations to the Contract Administrator.
- () 25. **CLAIMS ANALYSIS.** Construction Project Manager will analyze the claims for extension of time and impact cost, using the schedule reports. An impact evaluation report will be prepared which will reflect the actual impact to the schedule. The report will also provide a narrative including a recommendation for action to the Contract Administrator.
- () 26. **EVALUATE CLAIM COST.** Construction Project Manager will prepare estimates based on the alleged cause of claims submitted by the Contractor and will prepare alternate estimates based on varying scenarios of the claim cause. These estimates will be transmitted to the Contract Administrator.
- () 27. **CONTRACTOR CLAIMS NEGOTIATIONS.** Construction Project Manager will assist the Contract Administrator in negotiating claims with the Contractor at the Contract Administrators instructions. Construction Project Manager will make a final recommendation to the Contract Administrator concerning settlement or other appropriate action.
- () 28. **PROJECT STATUS REPORTS.** Construction Project Manager will prepare and distribute a monthly Project Status Report which will include

schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress against scheduled progress for the construction phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted Project cost.

- () 29. CASH FLOW PROJECTION. Construction Project Manager will continue to prepare and distribute cash flow projection reports, and these reports will be adjusted to reflect cash flow based on actual construction figures.
- () 30. EQUIPMENT INSTRUCTION MANUALS. Construction Project Manager will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project and shall review materials for compliance with the Contract Documents before acceptance.
- () 31. AS-BUILT DOCUMENTS. Construction Project Manager will perform coordination and expediting functions in connection with the Contractor's obligation to provide "as-built" documents.
- () 32. TRAINING SESSIONS. Construction Project Manager will coordinate and schedule training sessions for the Contract Administrator's maintenance and operational personnel and will assure that the Contractor's obligation in providing this training is fulfilled.
- 33 SUBSTANTIAL COMPLETION INSPECTION. The Construction Project Manager will assist the Design Consultant with the substantial completion inspection and participate in the Punch List inspections of the construction.
- () 34. SUBSTANTIAL COMPLETION. In conjunction with the Design Consultant, Construction Project Manager will make a determination of the remaining work necessary for Substantial Completion, and notify the Contractor of any observed deficiencies. When incomplete work or defective work has been remedied, Construction Project Manager will advise the Contract Administrator of acceptability of Project completeness. In the event of remaining incomplete items, Construction Project Manager will, upon the Contract Administrator and Consultant's concurrence, advise the Contract Administrator to issue Certificate of Substantial Completion with exceptions noted.
- () 35. FINAL COMPLETION. Construction Project Manager, in conjunction with the Design Consultant, will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to the Contract Administrator which will indicate whether Construction Project Manager and the Design Consultant find the Work

performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations for payment to the Contractor.

36. **PROJECT LIAISON FOR THE COURTS.** The Construction Project Manager shall act as a liaison in matters that impact the ongoing work of the courts. These might include noise complaints, phased access points, 'move in' scheduling and sequencing, etc.
37. **SMALL BUSINESS COMPLIANCE.** The Construction Project Manager shall monitor and oversee compliance with the County Small Business participation goals of the General Contractor.
38. **PREVAILING WAGE.** The Construction Project Manager shall manage Davis Bacon or Prevailing Wage Rate audits as required.
39. **Implement and document US Green Building Council, LEED Rating System, credit required commissioning and enhanced commissioning activities for LEED certification of building.**

E. POST-CONSTRUCTION PHASE

- () 1. **OCCUPANCY PERMIT.** Construction Project Manager will assist the Design Consultant in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
- () 2. **MOVE-IN COORDINATION.** Construction Project Manager will prepare requests for proposals, solicit quotes, prepare contracts, obtain execution of contracts, conduct pre-moving conferences and administer the contract for moving activities in conjunction with move-in for the Project. Construction Project Manager will provide on-site personnel to oversee the relocation of all furniture, equipment, and other articles by the movers while actual move-in is in progress. Construction Project Manager will make a final report to the Contract Administrator concerning the move-in and make recommendations as to payment to the movers.
- () 3. **OCCUPANCY PLAN/SCHEDULE.** Construction Project Manager will prepare an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, new furniture and equipment and the relocation of the Contract Administrator's personnel. This schedule will be distributed to the moving contractors, the Contract Administrator affected departments, and other appropriate parties.

- () 4. OCCUPANCY PLAN REPORTS. Construction Project Manager will prepare and distribute reports associated with move-in occupancy plan and other contracts as required by the Contract Administrator.
- () 5. FINAL PROJECT REPORT. At the conclusion of the project, Construction Project Manager and Consultant will prepare final Project accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes any items which are not self-explanatory.
- () 6. WARRANTY INSPECTIONS. During the warranty period of the Project, when approved by the Contract Administrator as an Additional Service, Construction Project Manager will assist Design Consultant in conducting warranty inspections at a frequency requested by the Contract Administrator and will assist with reports of deficiencies which should be covered by the warranty. Upon the Contract Administrator's transmission of a notice to the Contractor concerning these deficiencies, Construction Project Manager will serve as an expediter to verify that remedies are being provided in a timely manner and that a satisfactory solution to the deficiencies is provided.
- 7. COURTS LIAISON. The Construction Project Manager shall be a building occupant representative in matters related to the initial start up of the building, acting as a central clearing house for complaints and directing those complaints to the appropriate authority for resolution and providing follow through during the resolution period.
- 8. Implement and document US Green Building Council, LEED Rating System, credit required commissioning and enhanced commissioning activities for LEED certification of building.

EXHIBIT "B"

WEITZ		Exhibit "B"		Salary Costs	
Firm Name:	The Weitz Company				
Project Name:	CPM Services for New Civil Family Courthouse				
Project Number:	R0760002R1				

TITLE	RAW HOURLY SALARY (\$/HR)	+	OVER- HEAD AT 72.19% (\$/HR)	+	FRINGE AT 31.53% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	RATE (\$/HR)
Principle in Charge	\$103.84		\$74.96		\$32.74		\$21.15		\$232.69
Preconstruction Manager	\$87.19		\$62.94		\$27.49		\$17.76		\$195.39
Sr. Estimator	\$80.05		\$57.79		\$25.24		\$16.31		\$179.39
Lead Estimator	\$65.00		\$46.92		\$20.49		\$13.24		\$145.66
Estimator	\$33.47		\$24.16		\$10.55		\$6.82		\$75.00
Project Executive	\$105.41		\$76.09		\$33.24		\$21.47		\$236.21
Sr. Project Manager	\$72.36		\$52.24		\$22.82		\$14.74		\$162.15
Project Manager	\$65.02		\$46.94		\$20.50		\$13.25		\$145.70
Assistasnt Project Manager	\$48.00		\$34.65		\$15.13		\$9.78		\$107.56
Project Engineer	\$34.99		\$25.26		\$11.03		\$7.13		\$78.41
Project Coordinator	\$25.00		\$18.05		\$7.88		\$5.09		\$56.02
General Superintendant	\$79.02		\$57.04		\$24.92		\$16.10		\$177.08
Superintendent	\$60.00		\$43.31		\$18.92		\$12.22		\$134.46
Field Inspector	\$45.00		\$32.49		\$14.19		\$9.17		\$100.84
Accountant	\$18.00		\$12.99		\$5.68		\$3.67		\$40.34
Billing Accountant	\$44.62		\$32.21		\$14.07		\$9.09		\$100.00
Scheduler	\$75.00		\$54.14		\$23.65		\$15.28		\$168.07
Administrative Assistant	\$23.00		\$16.60		\$7.25		\$4.69		\$51.54

Note: The fully burdened hourly rates per labor category shown on this Exhibit B are subject to change annually beginning February 1, 2011 and will be based upon the cost of living for the previous year ending. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). Cost of living shall be determined from the Miami-Ft Lauderdale Average for urban wage earners and clerical workers for all items as published monthly by the Bureau of labor Statistics

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %
 FRINGE (\$/HR) = RAW SALARY X FRINGE %
 PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.24

Firm Name: Hellmuth Obata & Kassabaum, Inc. (HOK)
Project Name: CPM Services for New Civil/Family Courthouse
Project Number: RLI# R0760002R1

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %
 FRINGE (\$/HR) = RAW SALARY X FRINGE %
 PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %
 ABOVE COMPUTATIONS RESULT IN AN OVERALL
 MULTIPLIER OF: **2.64**



Exhibit "B"
Salary Costs

Firm Name:
Project Name:
Project Number:

Asset Builders, LLC
Broward County New Civil/Family Courthouse

[illegible]
$$\text{OVERHEAD (\$/HR)} = \text{RAW SALARY} \times \text{OVERHEAD \%}$$
$$\text{FRINGE } (\$/\text{HR}) = \text{RAW SALARY} \times \text{FRINGE \%}$$
$$\text{PROFIT } (\$/\text{HR}) = (\text{RAW SALARY} + \text{OVERHEAD} + \text{FRINGE}) \times \text{PROFIT \%}$$

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER

OF: 2.09

Note: The fully burdened hourly rates per labor category shown on this Exhibit B are subject to change annually beginning February 1, 2011 and will be based upon the cost of living for the previous year ending. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). Cost of living shall be determined from the Miami-Ft Lauderdale Average for urban wage earners and clerical workers for all items as published monthly by the Bureau of Labor Statistics.



Exhibit "B"
Salary Costs

Firm Name: BMC
Project Name: New Broward County Courthouse
Project Number: RLI #R0760002R1

TITLE (Edit to Reflect Team)	RAW HOURLY SALARY (\$/HR)	+	OVER- HEAD AT 140% (\$/HR)	+	FRINGE AT 28% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	RATE (\$/HR)
Principal	\$65.00		\$91.00		\$18.20		\$17.42		\$191.62
Sr. Project Manager	\$65.00		\$91.00		\$18.20		\$17.42		\$191.62
Project Manager	\$55.00		\$77.00		\$15.40		\$14.74		\$162.14
Sr. Consultant	\$56.00		\$78.40		\$15.68		\$15.01		\$165.09
Sr. Scheduler	\$48.00		\$67.20		\$13.44		\$12.86		\$141.50
Scheduler	\$42.00		\$58.80		\$11.76		\$11.26		\$123.82
Consultant	\$40.00		\$56.00		\$11.20		\$10.72		\$117.92
Clerical	\$20.00		\$28.00		\$5.60		\$5.36		\$58.96
Field Inspector I	\$20.60		\$28.84		\$5.77		\$5.52		\$60.73
Field Inspector II	\$28.33		\$39.66		\$7.93		\$7.59		\$83.52
Field Inspector III	\$34.35		\$48.09		\$9.62		\$9.21		\$101.26
Structural Engineer	\$56.00		\$78.40		\$15.68		\$15.01		\$165.09
Mechanical Engineer	\$56.00		\$78.40		\$15.68		\$15.01		\$165.09
Electrical Engineer	\$56.00		\$78.40		\$15.68		\$15.01		\$165.09
Civil Engineer	\$56.00		\$78.40		\$15.68		\$15.01		\$165.09
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$698.28		\$977.59		\$195.52		\$187.14		

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %

FRINGE (\$/HR) = RAW SALARY X FRINGE %

PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.95



301 East Atlantic Boulevard, Pompano Beach, Florida 33060-6643
Tel: 954-788-3400 Fax: 954-788-3500

December 28, 2009

EXHIBIT "B" SALARY COST

Broward County Civil/Family Courthouse CPM Services
RL# R0760002R1 KA Project # 07616.00

The following rates are the maximum rates that may be charged for various employee titles and grades. For fees based on time charges, the actual rates for each employee will be used.

Profit Calculation Formula: Profit = (Raw Salary + Overhead+ Fringe) x (Percent Profit)
Overall Multiplier Calculation From Multiplier = Total Hourly Rate / Raw Salary

Keith & Associates, Inc. (2008)					
Employee Title	Maximum Raw Salary \$/Hour	Overhead 96.04% \$/Hour	Fringe 34.09% \$/Hour	Profit 10% \$/Hour	Total Hourly Rate \$/Hour
Admin I	\$20.00	\$19.21	\$6.82	\$4.60	\$50.63
Admin II / Document Control	\$24.50	\$23.53	\$8.35	\$5.64	\$62.02
Technician I	\$25.00	\$24.01	\$8.52	\$5.75	\$63.29
Technician II	\$35.00	\$33.61	\$11.93	\$8.05	\$88.60
Project Engineer I	\$36.50	\$35.05	\$12.44	\$8.40	\$92.40
Structural Engineer	\$65.18	\$62.60	\$22.22	\$15.00	\$165.00
Electrical Engineer	\$65.18	\$62.60	\$22.22	\$15.00	\$165.00
Mechanical Engineer	\$65.18	\$62.60	\$22.22	\$15.00	\$165.00
Commissioning Coordinator	\$60.00	\$57.62	\$20.45	\$13.81	\$151.89
RPR/Inspector I	\$24.00	\$23.05	\$8.18	\$5.52	\$60.75
RPR/Inspector II	\$33.00	\$31.69	\$11.25	\$7.59	\$83.54
RPR/Inspector III	\$40.00	\$38.42	\$13.64	\$9.21	\$101.26
RPR/Superintendent	\$53.00	\$50.90	\$18.07	\$12.20	\$134.17
Project Manager	\$50.00	\$48.02	\$17.05	\$11.51	\$126.57
Senior Project Manager	\$70.00	\$67.23	\$23.86	\$16.11	\$177.20
Principal	\$72.12	\$69.26	\$24.59	\$16.60	\$182.57
ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF: 2.53					

Note: The fully burdened hourly rates per labor category shown on this Exhibit B are subject to change annually beginning February 1, 2011 and will be based upon the cost of living for the previous year ending. Any change in these rates shall be limited to the lesser of the change in cost of living or three percent (3%). Cost of living shall be determined from the Miami-Ft Lauderdale Average for urban wage earners and clerical workers for all items as published monthly by the Bureau of labor Statistics.



Stoner Construction, Inc

Women Owned Business*
DBE - CDBE - CSBE Certified
CGC1507470

Exhibit "B"
Salary Costs

Firm Name: STONER CONSTRUCTION, INC.
Project Name: Broward County New Civil / Family Courthouse
Project Number: RLI #R0760002R1

TITLE (Edit to Reflect Team)	RAW HOURLY SALARY (\$/HR)	+	OVER- HEAD AT 102.71% (\$/HR)	+	FRINGE AT 15% (\$/HR)	+	PROFIT AT 10% (\$/HR)	=	RATE (\$/HR)
Administrative Assistant-I	\$20.00		\$20.54		\$3.00		\$4.35		\$47.89
Administrative Assistant-II	\$23.00		\$23.62		\$3.35		\$5.00		\$54.97
CBE Compliance Manager	\$30.00		\$30.81		\$4.50		\$6.53		\$71.84
CBE Report Coordinator	\$25.00		\$25.68		\$3.75		\$5.44		\$59.87
Community Outreach Manager	\$30.00		\$30.81		\$4.50		\$6.53		\$71.84
Contracts Administrator	\$30.00		\$30.81		\$4.50		\$6.53		\$71.84
Document Control Specialist	\$25.00		\$25.68		\$3.75		\$5.44		\$59.87
Field Inspector	\$25.00		\$25.68		\$3.75		\$5.44		\$59.87
Principal	\$75.00		\$77.03		\$11.25		\$16.33		\$179.61
Project Engineer	\$30.00		\$30.81		\$4.50		\$6.53		\$71.84
Project Manager	\$50.00		\$51.36		\$7.50		\$10.89		\$119.75
Project Superintendent	\$37.50		\$38.52		\$5.63		\$8.17		\$89.82
Structural Engineer	\$66.81		\$68.62		\$10.02		\$14.55		\$160.00
Mechanical Engineer	\$66.81		\$68.62		\$10.02		\$14.55		\$160.00
Electrical Engineer	\$66.81		\$68.62		\$10.02		\$14.55		\$160.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$600.93		\$617.21		\$90.04		\$130.83		

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD %
FRINGE (\$/HR) = RAW SALARY X FRINGE %
PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT %
ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER

OF: 2.39

Office Locations:
100 SW 101 Terrace, Fort Lauderdale, FL 33324
1730 Biscayne Boulevard, Suite 201-N, Miami, FL 33132
(954)474-8460 (954)252-2152 - Fax

EXHIBIT "C"



LETTER OF INTENT

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): The Weitz Company

Firm Address: 4000 Hollywood Blvd. Ste 120-N

Project Description: Construction Project Management Services for New Civil, Family, Court-hous

In response to Broward County's RLI/Bid No. R0760002R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: ASSET Builders, LLC

Address of CBE Firm: 3600 Red Road, Ste. 303

Expiration of CBE Certification: 11/2010 Projected CBE Work Assignment (description of work

assignment): General Construction Project Management Services

for preconstruction + construction phases 5%

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 5%

(Dollar Amt. or Percentage %)

(Signature of Owner or Authorized Rep. Prime) [Signature] 8/21/09 (Date)

Print Name (owner or authorized Rep. Prime): JR Kous

Subscribed and sworn to before me this 21 day of August 2009

Notary's Signature [Signature] Notary Seal:

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
☐ an individual ☐ a partnership ☒ a corporation ☐ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. CBE) [Signature] 8/21/09 (Date)

Print Name (owner or authorized Rep. CBE): Khyne M. Messam

Subscribed and sworn to before me this 21 day of August 2009

Notary's Signature [Signature] Notary Seal:



LETTER OF INTENT

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): The Weitz Company
Firm Address: 4000 Hollywood Blvd. ^{Ste} 120-N Hollywood, FL 33021
Project Description: Construction Program Management Services for new Civil/Famil
courthou

In response to Broward County's RFI/Bid No. R0760002R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Basulto Management Consulting, Inc.
Address of CBE Firm: 1100 Lee Wagner Blvd ^{Ste} 207A Fort Lauderdale, FL 33315

Expiration of CBE Certification: 12/24/2010 Projected CBE Work Assignment (description of work assignment): Construction Program Management Services

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 5 %
(Dollar Amt. or Percentage %)

(Signature of Owner or Authorized Rep. Prime) [Signature] 8-25-09 (Date)

Print Name (owner or authorized Rep. Prime): J.R. Rick Kolb

Subscribed and sworn to before me this 25 day of August 2009

Notary's Signature [Signature] Notary Seal: 

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)
The undersigned intends to perform work in connection with the above Contract as (check one)
an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. CBE) [Signature] 8-25-09 (Date)

Print Name (owner or authorized Rep. CBE): JOSE Basulto

Subscribed and sworn to before me this 25 day of August 2009

Notary's Signature [Signature] Notary Seal: 

SBDD Compliance Form 2007-1



LETTER OF INTENT

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): The Weitz Company

Firm Address: 4000 Hollywood Blvd. Ste 120-N Hollywood, FL 33021

Project Description: Construction Program Management Services for new Civil Family Courthouse

In response to Broward County's RLI/Bid No. R0760002R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Keith and Associates, Inc.

Address of CBE Firm: 301 East Atlantic Blvd., Pompano Beach, FL 33060

Expiration of CBE Certification: 9/26/2010 Projected CBE Work Assignment (description of work assignment): Construction Program Management Services

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 10%
(Dollar Amt. or Percentage %)

[Signature] (Signature of Owner or Authorized Rep. Prime) 8/21/09 (Date)

Print Name (owner or authorized Rep. Prime): JR Rick Kolb

Subscribed and sworn to before me this 21 day of August 2009.

Notary's Signature [Signature] Notary Seal:

(ACKNOWLEDGEMENT BY THE PROPOSER)
The undersigned intends to perform work in connection with the above contract as ☐ an individual ☐ a partnership ☒ a corporation ☐ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] (Signature of Owner or Authorized Rep. CBE) 8.21.09 (Date)

Print Name (owner or authorized Rep. CBE): Dodie Keith-Lazowick

Subscribed and sworn to before me this 24 day of August 2009.

Notary's Signature [Signature] Notary Seal:

SBDD Compliance Form 2007-1



LETTER OF INTENT

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): THE WEITZ COMPANY

Firm Address: 4000 HOLLYWOOD BLVD. # 120 N HOLLYWOOD, FL 33021

Project Description: CONSTRUCTION PROJECT MANAGEMENT SERVICES BROWARD COUNTY

In response to Broward County's RLI/Bid No. R0760002R1, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Stoner Construction, Inc.

Address of CBE Firm: 100 SW 101 Terrace, Plantation, FL 33324

Expiration of CBE Certification: _____ Projected CBE Work Assignment (description of work

assignment): GENERAL CONSTRUCTION ADMINISTRATIVE SERVICES

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 1%
(Dollar Amt. or Percentage %)

(Signature of Owner or Authorized Rep. Prime) [Signature] 8/19/09 (Date)

Print Name (owner or authorized Rep. Prime): JR Korb

Subscribed and sworn to before me this 21 day of August

Notary's Signature [Signature] Notary Seal:

(ACKNOWLEDGEMENT BY THE PROPOSED CBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
_____ an individual _____ a partnership ☒ a corporation _____ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. CBE) [Signature] August 19th 2009 (Date)

Print Name (owner or authorized Rep. CBE): Vera-Lynn Stoner

Subscribed and sworn to before me this 19 day of August

Notary's Signature [Signature] Notary Seal:

SBDD Compliance Form 2009-LOI

SBDD Compliance Form 2007-1

EXHIBIT "D"



Professional Services Agreement

EXHIBIT "C-1"

SCHEDULE OF SUB-CONSULTANT PARTICIPATION

Project No: R0760002R1
Project Title: CPM Services for New Civil Family Courthouse
Facility Name: Civil Family Courthouse for Broward County

No.	Firm Name	Discipline
1.	Keith & Associates	Construction Management
2	Basulto Management Consulting Inc	Construction Management
3	Asset Builders	Construction Management
4	Stonner Construction Inc.	Construction Management
5.	HOK Architects	Construction Management
6.	KT Consulting	Construction Management
7		
8		
9.		
10.		

(Submit this form with an executed Letter of Intent from each CBE firm listed in this form)

Bid/RLI/RFP #:	Project Location:			Date Form Submitted:	
Project Name:				Project Start Date:	
Prime Contractor:	Address:				
Contact Person:	Telephone #:		Fax #:		
CBE Subcontractor	CBE Expiration date	Address	Phone	Type of Work to be Performed	Sub-contract Amount (Agreed Price (\$) or Percentage (%))
			Total CBE Participation		
			Total Contract Amount		
			CBE Subcontractor Participation Percentage %		
(Total amount allocated to CBEs divided by Total Contract Amount)					

The listing of a CSE shall constitute a representation by the bidder/responder to Broward County that such CSE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by the Small Business Development Division and that submission of said information is an assertion of its accuracy, per the requirements of the Small Business Development Program.

I certify that the above information is true to the best of my knowledge:

Signature:

Title:

Date: _____

THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL

SDD COMPLIANCE FORM 2009-SOP

EXHIBIT "F"

	CBE UNAVAILABILITY REPORT
---	--------------------------------------

RLI/BID NO. _____

(NAME OF PRIME CONTRACTOR) (ADDRESS) (TELEPHONE NO.)

The undersigned representative of the Prime Contractor personally appeared before the undersigned officer authorized to administer oaths who after being duly sworn states that the undersigned has contacted the CBEs listed below and that said CBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that the following information regarding CBE subcontractors is true and correct to the best of his/her knowledge:

1. The following CBE contractors were invited to bid subcontract work, but were not available to work. (Attach list if necessary.)

Name

2. The following CBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Attach list if necessary.)

Name

3. The following CBE contractors submitted bids which were not the low acceptable bids. (Attach list if necessary.)

Name

If you did not get any responses to your solicitation of CBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Signature: _____

Title: _____

Date: _____

SBDD Compliance Form 2009-URF

EXHIBIT "G" **INSURANCE CERTIFICATE**

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/30/09
PRODUCER 1-515-698-4276 Construction Surety & Insurance Services, LLC P.O. Box 65428 West Des Moines, IA 50265 Marcia Philiph INSURED The Weitz Company, LLC 5901 Thornton Avenue Des Moines, IA 50321		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
		INSURER A: Arch Insurance Company
		INSURER B: United States Fire Insurance Company
		INSURER C: ACIG Insurance Company
		INSURER D: Steadfast Insurance Company
		INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	71GPP2253705	06/01/09	06/01/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	138-730170	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC09000063	06/01/09	06/01/10	☒ WC STATUTORY LIMITS ☐ OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC09000097	06/01/09	06/01/10	E.L. EACH ACCIDENT \$1,000,000
C	If yes, describe under SPECIAL PROVISIONS below	WC09000062	06/01/09	06/01/10	E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Contractor PL/Pollution	E0C06540985-00	06/01/09	06/01/10	Per Claim/Aggreg. 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Weitz Florida: Broward County New Civil & Family Courthouse - RLI #0760002R1. Broward County Board of County Commissioners, Broward County, FL is included as Additional Insured as respects General Liability coverage.

CERTIFICATE HOLDER	CANCELLATION
Broward County Board of County Commissioners Risk Management Division, Room 210 115 S. Andrews Avenue Fort Lauderdale, FL 33301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Marcia Philiph</i>

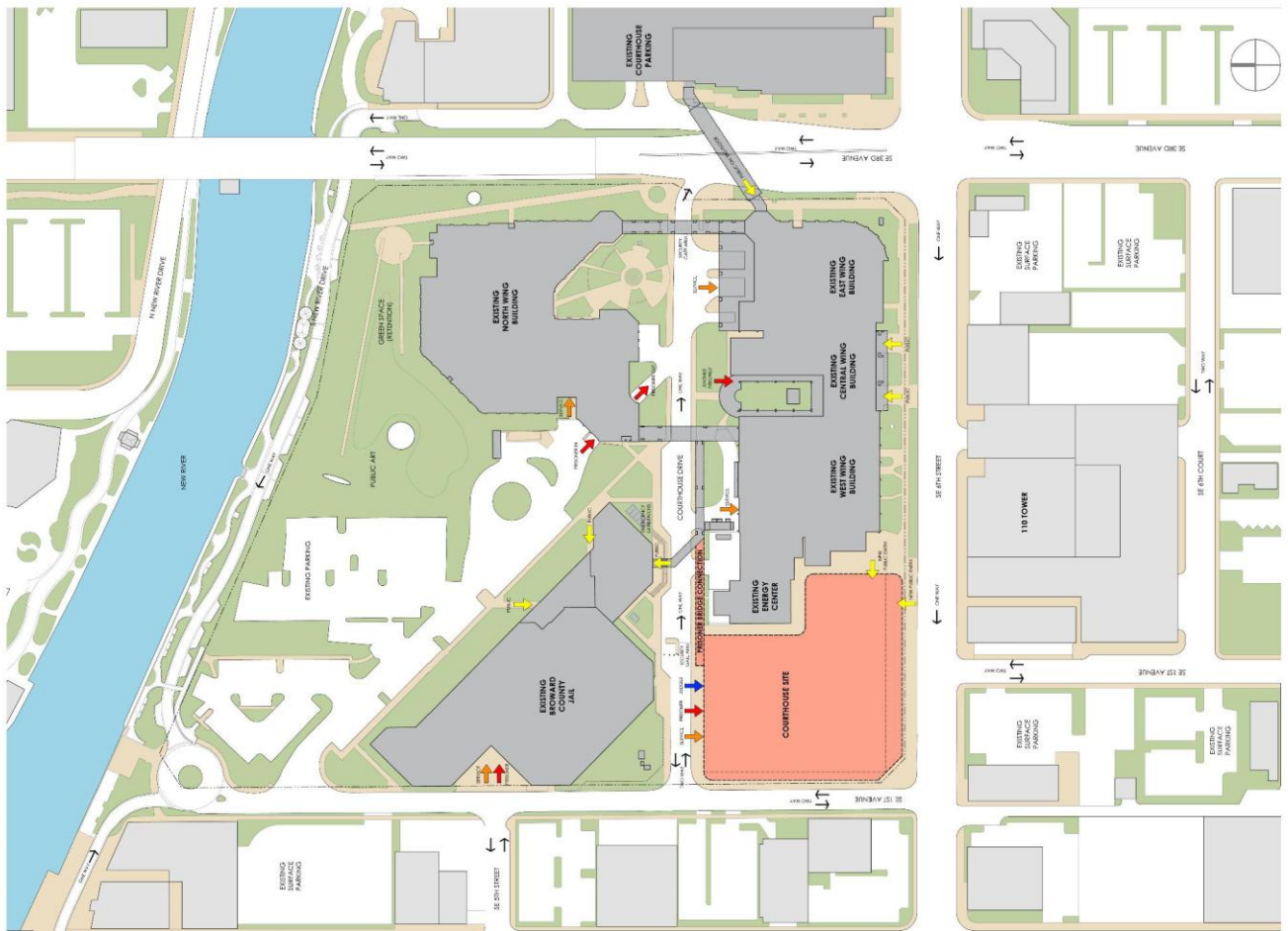
ACORD 25 (2001/08) j1allen
14049241

© ACORD CORPORATION 1988

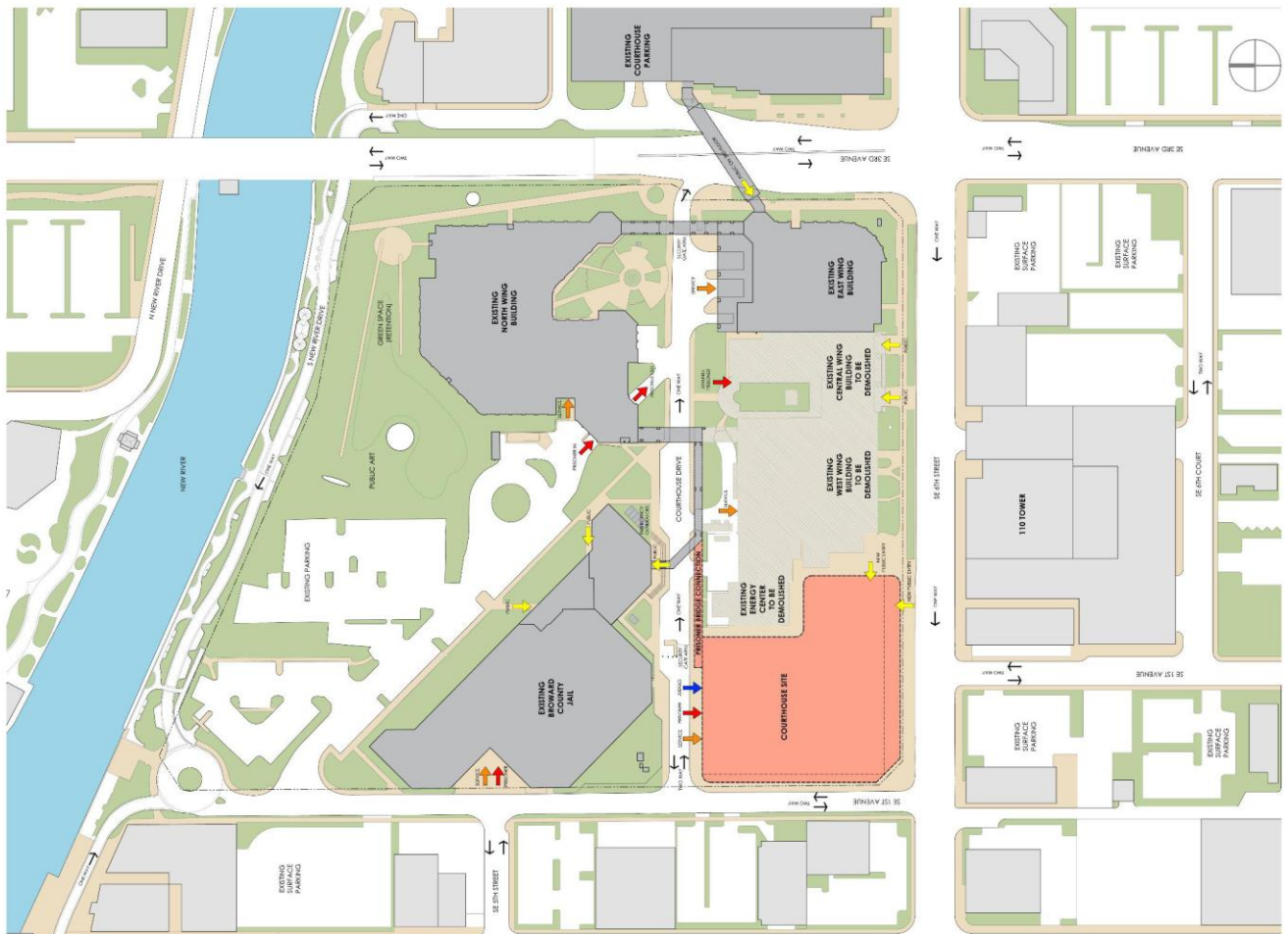
EXHIBIT 'H'



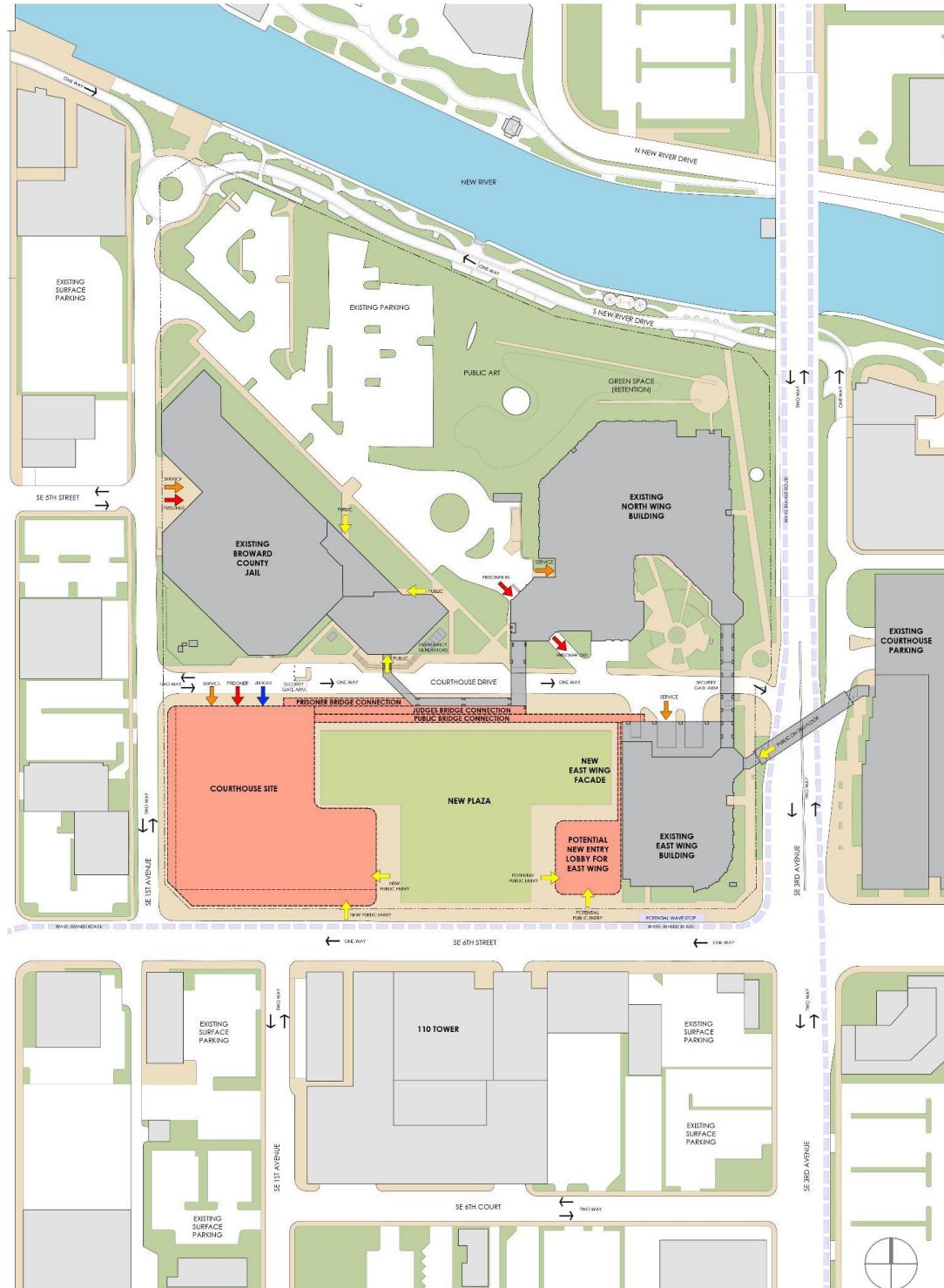
PHASE 1A – Prior to demolition of the Judicial garage, a temporary secure parking area will be built to provide parking for the Judges. This area will have a secure fence and a secure passage for entry into the North Tower.



PHASE 1B - Once the Judicial garage is demolished the new civil family Courthouse will be built on that site. Due to adjacency to Jail and traffic along 1st Avenue, service to the building and prisoner sallyport access will be located on Courthouse Drive. A new secure prisoner connector will be built to connect to the existing.



PHASE 1C, Year 2014 – When the new civil/ family courthouse is completed and occupied, the existing west and central wings, and the energy center can be demolished.



PHASE 1D, Year 2014 – A new plaza will be built on the site occupied by the west and central wings. A bridge will be built to link the new building with the east wing. Once the central building is demolished a new exterior surface will be provided for the east wing. In addition, a new secure entry will be provided. On each floor above the entry, a new elevator lobby will need to be created.

**EXHIBIT “J”
PROJECT SCHEDULE**

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of the Consultant's Project Development Schedule as required by the Professional Services Agreement for this project.

ACTIVITY	DATES REQUIRED OR ESTIMATED TIME PERIOD
<u>Schematic Design:</u>	
Consultant's Document Preparation & Submittal	82 Days
County Review	14 Days
<u>Design Development</u>	
Consultant's Document Preparation & Submittal	98 Days
County Review	14 Days
<u>50% Construction Document Development</u>	
Consultant's Document Preparation & Submittal	70 Days
County Review	14 Days
<u>100% Construction Document Development</u>	
Consultant's Document Preparation & Submittal	70 Days
County Review	Undetermined
<u>Bidding, Award of Contract, Permitting</u>	
Bidding, Award of Contract, Permitting	245 Days
<u>Administration of the Construction Phase of Contract through Final Completion</u>	
	975 Days
<u>Warranty</u>	
	365 Days

EXHIBIT "K"

PRELIMINARY PROJECT BUDGET

A. Construction Costs:		
1a	675,000 SF courthouse w/75 finished courtrooms/ hearing rooms @ 270.00/SF	\$ 182,250,000.00
1b	Parking for 120 cars within building @ \$25,000/car	\$ 3,000,000.00
1c	One (1) shell floor @ 42,300 SF	\$ 5,710,000.00
1d	Bridges to jail & east wing, east wing wall finish	\$ 1,000,000.00
2	Site work (landscaping, hardscaping, irrigation))	\$ 2,700,000.00
3	Demolition work (garage, west, central energy ctr)	\$ 5,500,000.00
4	Security systems and equipment @ 4%	\$ 8,006,400.00
5	Construction contingency @ 5%	\$ 10,408,320.00
6	Potential sales tax savings @ 1 1/2%	\$ (3,278,620.80)
	Subtotal	\$ 215,296,099.20
B. Other Project Costs:		
7	Architect / Engineer fees	\$ 15,915,096.00
8	FFE @ \$20/SF on GSF (=/-506,250 SF)	\$ 10,125,000.00
9	Permits/Fees*	\$ 6,658,759.00
10	Testing of materials on site	\$ 300,000.00
11	Communications equipment and IT equipment @ 2% (based on total of Item 8)	\$ 4,305,922.00
12	Moving Costs	\$ 400,000.00
13	Project Contingency 5%	\$ 10,408,320.00
14	Construction Project Management Consultant (4%)	\$ 8,611,843.97
	Grand total	\$272,021,040.17

ATTACHMENT 1

Electronic Media Submittal Requirements

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, the Agreement requires Construction Project Manager's submittal of documents produced on electronic media. Requirements for that media are presented below.

ELECTRONIC MEDIA

(A). General Requirements:

- 1). All Work, including surveying work, drawings, maps, details or other drawing information to be provided in electronic media by the Construction Project Manager shall be accomplished and developed using software and procedures conforming to the following criteria. Exceptions may be granted by Contract Administrator upon Construction Project Manager's prior written request.

(B) CAD Graphic Format:

- 1) Provide all CAD data in Autodesk, Inc.'s AutoCAD release 2008 or higher for Windows in native .dwg electronic digital format. Provide copies of all drawing sheets or other CAD produced documents intended for hardcopy plotting or printing in pdf format sheets/documents.
- 2) Target platform: Pentium personal computer with a Windows XP operating system.
- 3) Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files, blocks, attribute links, and other files external to the drawing itself) are compatible with the Contract Administrator's target CAD system (i.e., basic and advanced CAD software, platform, database software), and adhere to the standards and requirements specified herein.
- 4) The term "compatible" means that data can be accessed directly by the target CAD system without translation, pre-processing, or post-processing of the electronic digital data files. It is the responsibility of Construction Project Manager to ensure this level of compatibility.

- 5) Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft Access 2007 or higher, or other compatible SQL format database.
 - 6) Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
 - 7) All database tables: conform to the structure and field-naming guidance provided upon request by the Contract Administrator.
- (C) CAD Standards: Conform to Broward County CAD Standards as available from the Contract Administrator including:
- 1) Standard plotted drawing size: 24 inch x 36 inch sheets.
 - 2) Standard file naming protocol to be utilized.
 - 3) Conform to United States National CAD Standard Version 4 or later as part of US National CAD Standard.
 - 4) Layering:
 - a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later (as part of US National CAD Standard).
 - b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.
 - 5) Attribute Definitions:
 - a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.
 - 6) Submit a written request for approval of any deviations from the Contract Administrator's established CAD standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-

realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with COUNTY's uses and information systems.

- 7) No deviations from the Contract Administrator's established CAD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.

(D) Non-CAD Graphic Format: Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.

(E) Non-Graphic Format:

- 1) Provide word processing files in Microsoft Word 2007 compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 2) Provide spreadsheet files in Microsoft Excel 2007 for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 3) Provide database files in relational database format compatible with Microsoft Access 2007 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

(E) Delivery Media and Format:

- 1) Submit copies of all CAD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
- 2) Provide electronic digital data and files shall be provided on DVD, Floppy discs, ZIP discs and other miscellaneous media will not be accepted.
- 3) The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CAD system.
- 4) The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system software.

- d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - e. The sequence number of the digital media.
 - f. A list of the filenames.
- 5) Before a CAD file is placed on the delivery electronic digital media, the following procedures shall be performed:
- a. Ensure that drawing sheets, viewports, paperspace, lineweights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
 - b. Make sure all reference files are attached without device or directory specifications.
 - c. Do not compress or reduce files unless approved in advance in writing by the Contract Administrator.
 - d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided to the Contract Administrator as a part of the electronic digital deliverables.
 - e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
 - f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
 - g. Document any fonts, tables, or other similar customized drawing element developed by Construction Project Manager or not provided among the Contract Administrator-furnished materials. The Construction Project Manager shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

(F) Drawing Development Documentation:

- 1) Provide the following information for each finished drawing in the nonplot layer X-****-NPLT:

- a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
- b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
- c. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
- d. Layer assignments and lock settings.
- e. Text fonts, line styles/types used, and pen settings.

(G) Submittal:

- 1) Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
- 2) Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit (e.g., disk, tape), along with the total number being delivered, and a list of the names and descriptions of the files on each one.
 - b. Brief instructions for transferring the files from the media.
 - c. Certification that all delivery media are free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the digital media.
 - d. The following Project Documentation Information as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 1. Documentation of the plot file for each drawing which will be needed to be able to duplicate the creation of the plot file by the Contract Administrator at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.

2. Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
3. List of any deviations from the Contract Administrator's standard layer/level scheme and file-naming conventions.
4. List of all new symbol blocks created for project, which were not provided to Construction Project Manager with the Contract Administrator-furnished materials.
5. List of any non-IGES crosshatch/patterns used.
6. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Construction Project Manager with the Contract Administrator-furnished materials, and any associated properties.
7. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
8. Recommended modifications which will be necessary to make the data available for GIS use.

(H) Ownership:

- 1) COUNTY will have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.
- 2) Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Construction Project Manager except where otherwise limited within the Contract.
- 3) The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 4) All text, electronic digital files, data, and other products generated under this contract shall become the property of COUNTY except where otherwise limited within the Contract.

(I) Contract Administrator-Furnished Materials to the Construction Contractor:

- 1) The Contract Administrator and Construction Project Manager may make various electronic information available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Construction Project Manager shall make the following information available to the Contractor in electronic format:
 - a. Work-files: Selected work product files, reports, spreadsheets, databases, specifications, drawings and other documentation of Construction Project Manager's work in progress may be provided to the Contractor, Managing General Contractor, or other COUNTY consultant on an as required basis. Construction Project Manager shall cooperate and facilitate the exchange of these electronic media documents.
 - b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - c. Where Electronic Project Record Documents are required, Construction Project Manager will provide the Contractor one set of AutoCAD electronic file format contract drawings, to be used for as-built drawings at the Contractor's option. Make electronic file drawings available on CD ROM media.

(J) Other Digital Information:

- 1) A variety of digital information may be generated by participants in the design process including the Contract Administrator, Construction Project Manager, Subconsultants, Contractor, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.
- 2) Construction Project Manager shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.

End of Attachment 1: Electronic Media Submittal Requirements