

**Twelfth Amendment to Agreement between Broward County and The Weitz Company, LLC for Construction Project Management Services for the New
Broward County Courthouse**

This Twelfth Amendment ("Twelfth Amendment") to the February 2, 2010, Agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, and The Weitz Company, LLC, ("Construction Project Manager"), an Iowa Limited Liability Company authorized to do business in Florida (collectively, "the Parties"), is entered into and effective as of the date the Twelfth Amendment is fully executed by the Parties (the "Effective Date").

Recitals

A. On February 2, 2010, the Parties entered into the Agreement for construction management services for the new Broward County Courthouse.

B. On January 27, 2011, the Parties entered into a First Amendment to the Agreement to allow for the addition of Optional Services.

C. On April 9, 2012, the Parties entered into a Second Amendment to the Agreement to allow for the continuity of construction project management services during Phase II of the construction of the new Broward County Courthouse, to provide related cost adjustments, and to revise the project schedule accordingly.

D. On August 31, 2012, the Parties entered into a Third Amendment to the Agreement to allow for the continuity of construction project management services during Phase II, to provide cost adjustments, and to revise the project schedule accordingly.

E. On February 26, 2013, the Parties entered into a Fourth Amendment to the Agreement to provide cost adjustments for Phase III of the construction of the new Broward County Courthouse, and to revise the project schedule accordingly.

F. On December 10, 2013, the Parties entered into a Fifth Amendment to the Agreement to provide for cost adjustments and to revise the project schedule.

G. On October 7, 2014, the Parties entered into a Sixth Amendment to the Agreement to add more management support services and associated subconsultant salary costs; to add construction project management services for renovations to the east wing building, including a new west facade, the abatement and demolition of the west and central wing buildings, and associated structures; and to add construction project management services for the 500-car secure parking garage, and new plaza.

H. On August 4, 2015, the Parties entered into a Seventh Amendment to the Agreement to provide for cost adjustments, to revise the project schedule, and to increase the compensation for Optional Services to ensure project continuity arising from the construction contractor's failure to achieve substantial completion by June 18, 2015.

I. On January 12, 2016, the Parties entered into an Eighth Amendment to the Agreement to provide for cost adjustments, to revise the project schedule, and to increase the compensation for Optional Services to ensure project continuity arising from the construction contractor's failure to achieve substantial completion by November 20, 2015.

J. On April 5, 2016, the Parties entered into a Ninth Agreement (the "Ninth Amendment") to the Agreement to provide for cost adjustments, to revise the project schedule to ensure project continuity arising from the construction contractor's failure to achieve substantial completion by February 29, 2016, and to increase the compensation for Optional Services for additional construction project management services for the Broward County Judicial Complex's Midrise Building.

K. The Ninth Amendment also authorized the Contract Administrator to continue, at his or her sole discretion, progress payments to the Construction Project Manager for an additional three (3) months until August 31, 2016 if the construction contractor failed to achieve substantial completion by May 31, 2016.

L. On August 11, 2016, the Parties entered into a Tenth Amendment (the "Tenth Amendment") to the Agreement to provide for cost adjustments, to revise the project schedule, and to increase the compensation for Optional Services to ensure project continuity arising from the construction contractor's failure to achieve substantial completion by November 30, 2016.

M. The Tenth Amendment also authorized the Contract Administrator to continue, at his or her sole discretion, progress payments at a daily rate if the construction contractor failed to achieve substantial completion by November 30, 2016.

N. On July 26, 2017, the Parties entered into an Eleventh Amendment to provide for cost adjustments; to revise the project schedule; to increase the compensation for Optional Services to ensure project continuity arising from the necessary building refinements beneficial to the security, accessibility, and usability of the new Broward County Courthouse; and to add construction project management services for the full redesign and renovation of the east wing building (the Agreement and its eleven amendments are collectively referred to as the "Amended Agreement").

O. The Parties desire to amend the Agreement a twelfth time to increase the Optional Services amount by Five Hundred Thousand Dollars (\$500,000).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 7.1.2 of Article 7, Lump Sum Compensation of the Agreement is hereby amended, in part, as follows:

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 and amendments thereto, a lump sum of Sixteen Million Twenty Four Thousand Six Hundred Twenty Three Dollars and One Cent (\$16,024,623.01). In addition, COUNTY agrees to pay Construction Project Manager up to Two Million Four Hundred Fifty Eight Thousand One Hundred Eighty Five Dollars and Seventy One Cents (\$2,458,185.71) ~~One Million Nine Hundred Fifty Eight Thousand One Hundred Eighty Five Dollars and Seventy One Cents (\$1,958,185.71)~~ 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 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 Sixteen Million Twenty Four Thousand Six Hundred Twenty Three Dollars and One Cent (\$16,024,623.01) for Basic Services shall be paid on a progress basis with the fee amount for each phase set forth below:

...

2. Except as set forth in this Twelfth Amendment, all other terms, conditions, and covenants contained in the Amended Agreement shall remain in full force and effect.

3. In the event of any conflict or ambiguity between this Twelfth Amendment and the Amended Agreement, the Parties agree that this Twelfth Amendment shall control.

4. This Twelfth Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

5. All capitalized terms not identified in this Twelfth Amendment shall have the same meaning as the defined terms found in the Amended Agreement.

Words in ~~struck-through~~ type are deletions from existing text.

Words in underscored type are additions.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Twelfth Amendment to 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 _____, 2018 and The Weitz Company, LLC, signing by and through its President/Vice President, 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 _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

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

By C. Pounall 05/16/18
Signature (Date)
Colleen Pounall Risk Analyst
Print Name and Title above

By Angela F. Benjamin 5/16/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney
By: Michael J. Kerr 5/16/18
Michael J. Kerr (Date)
Deputy County Attorney

TWELFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE WEITZ COMPANY, LLC FOR CONSTRUCTION PROJECT MANAGEMENT
SERVICES FOR THE NEW BROWARD COUNTY COURTHOUSE

CONSTRUCTION PROJECT MANAGER

ATTEST:

THE WEITZ COMPANY, LLC

Carolyn DeSanti
Secretary/Print Name

By [Signature]
Authorized Manager

Carolyn DeSanti
Signature

Dennis Gallagher E.V.P.
Type or Print Name and Title
16th day of May, 2018