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

This Fourteenth Amendment ("Fourteenth Amendment") to the February 2, 2010, Agreement for Construction Project Management Services for the New Broward County Courthouse (the "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 Fourteenth Amendment is fully executed by the Parties.

#### Recitals

- A. On February 2, 2010, the Parties entered into the Agreement, whereby Construction Project Manager agreed to provide construction management services for the program, design, and construction of a project described as the New Broward County Courthouse ("the Project").
- B. On January 27, 2011, the Parties entered into a First Amendment to the Agreement, adding Optional Services to Construction Project Manager's Scope of Services.
- C. On April 9, 2012, the Parties entered into a Second Amendment to the Agreement, providing for cost adjustments, revising the Project Schedule, and modifying Article 11 of the Agreement.
- D. On August 31, 2012, the Parties entered into a Third Amendment to the Agreement, providing for cost adjustments and revising the Project Schedule.
- E. On February 26, 2013, the Parties entered into a Fourth Amendment to the Agreement, providing for cost adjustments and revising the Project Schedule.
- F. On December 10, 2013, the Parties entered into a Fifth Amendment to the Agreement, providing for cost adjustments and revising the Project Schedule.
- G. On October 7, 2014, the Parties entered into a Sixth Amendment to the Agreement, adding move management services to Construction Project Manager's Scope of Services, adding construction project management services for abatement and demolition of the West and Central Wings and for the renovations of the East Wing to Construction Project Manager's Scope of Services, adding construction project management services for the 500-car secure parking garage and new plaza to Construction Project Manager's Scope of Services, providing for cost adjustments, and revising the Project Schedule.
- H. On August 4, 2015, the Parties entered into a Seventh Amendment to the Agreement, providing for cost adjustments, revising the Project Schedule, and increasing

compensation for Optional Services to ensure project continuity while accounting for 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, providing for cost adjustments and revising the Project Schedule to ensure Project continuity while accounting for the construction contractor's failure to achieve substantial completion by November 20, 2015.
- J. On April 5, 2016, the Parties entered into a Ninth Amendment to the Agreement, providing for cost adjustments, revising the Project Schedule to ensure project continuity while accounting for the construction contractor's failure to achieve substantial completion by February 29, 2016, and increasing compensation for Optional Services to account for additional construction project management services for the Broward County Judicial Complex's Midrise Building. The Ninth Amendment to the Agreement also authorized the Contract Administrator to continue, at his/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.
- K. On August 11, 2016, the Parties entered into a Tenth Amendment to the Agreement, providing for cost adjustments, revising the Project Schedule, and increasing the compensation for Optional Services to ensure project continuity while accounting for the construction contractor's failure to achieve substantial completion by November 30, 2016. The Tenth Amendment to the Agreement also authorized the Contract Administrator to continue, at his/her sole discretion, progress payments at a daily rate if the construction contractor failed to achieve substantial completion by November 30, 2016.
- L. On July 26, 2017, the Parties entered into an Eleventh Amendment to the Agreement, providing for cost adjustments, revising the Project schedule, increasing compensation for Optional Services to ensure project continuity while accounting for necessary building refinements beneficial to the security, accessibility, and usability of the Project, and adding construction project management services for the full redesign and renovation of the East Wing to Construction Project Manager's Scope of Services.
- M. On June 5, 2018, the Parties entered into a Twelfth Amendment to the Agreement, increasing compensation for Optional Services to account for any unforeseen work related to post-construction operations and services at the Courthouse Tower and the future Phases of the Project.
- N. On September 25, 2018, the Parties entered into a Thirteenth Amendment to the Agreement, adding post construction services including observation, testing, and inspection services relating to the correction of defective work furnished by construction contractor.
- O. The Agreement and its thirteen amendments are collectively referred to herein as the "Amended Agreement."

P. The Parties desire to further amend the Amended Agreement to provide for cost adjustments and to add to Construction Project Manger's Scope of Services construction project management services for: the East Wing enabling projects, the buildout of a Complex Trial Courtroom at the 17<sup>th</sup> floor of the Courthouse Tower, the reconfiguration to the first floor of the North Wing Building, the restoration of the Coca Cola Building, and the relocation of the Copy Center.

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

- 1. The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 2. All capitalized terms not expressly defined in this Fourteenth Amendment shall retain the meaning ascribed to such terms in the Amended Agreement.
- 3. Unless otherwise stated, for Paragraph 4 below, words and numbers in struck through type are deletions from existing text and words and numbers in underlined type (aside from previously included headings) are additions to existing text.
- 4. Section 7.1.2 of Article 7, Lump Sum Compensation of the Amended Agreement is hereby amended 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 Nineteen Million Six Hundred Eighty One Thousand Three Hundred Fifty Nine Dollars and One Cent (\$19.681,359.01) Seventeen Million Three Hundred Fourteen Thousand Five Hundred Ninety Eight Dollars and One Cent (\$17,314,598.01). 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) for Optional Services, and to reimburse Construction Project Manager for Reimbursables up to a maximum amount not-to-exceed of Three Hundred Twenty Five Thousand Dollars (\$325,000.00) 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 <u>Nineteen Million Six Hundred Eighty One Thousand Three Hundred Fifty Nine Dollars and One Cent (\$19,681,359.01)</u>

Seventeen Million Three Hundred Fourteen Thousand Five Hundred Ninety Eight Dollars and One Cent (\$17,314,598.01) for Basic Services shall be paid on a progress basis with the fee amount for each phase set forth below:

Project Phase	Fee Amount/Phase
Phase Ia: Schematic Design	\$497,728.00
Phase Ib: Design Development	\$723,968.00
Phase Ic: 50% Construction Documents	\$542,976.00
Phase Id: 100% Construction Documents	\$452,478.00
Phase II: Bid/Award/Permit	\$1,410,539.02
Phase III: Construction	\$9,429,340.99*
Phase IIIa: Correction of Construction Defects	\$1,289,975.00
Phase IV: Close-Out	\$219,876.00

\*County will pay a lump sum of \$5,275.20/day during the period from September 1, 2016 to November 30, 2016 up to a maximum amount of \$474,768. Unused portions of the \$474,768 lump sum will remain vested with the County. If the Substantial Completion date for Phase III as listed above is not achieved by November 30, 2016, the Contract Administrator, at his/her sole discretion, is authorized to continue payments up to that \$5,275.20/day.

Phase V: Abatement and Demolition

\$998,303.00\*\*

\*\*The fees for Construction Project Manager work during the Construction Phase will be increased or reduced \$99,830.00 for each month the work extends beyond or is less than 10 months in duration.

Phase VI: 500 Secure Parking Garage and Plaza

\$1,207,947.00\*\*\*

\*\*\*The fees for Construction Project Manager work during the Construction Phase will be increased or reduced \$120,795.00 for each month the work extends beyond or is less than 10 months in duration.

Phase VII<u>(a)</u>: East Wing Full Building Renovation Design Phase

\$277,527.00

**Construction Administration Phase** 

\$263,940.00\*\*\*\*

\*\*\*\*The fees for Construction Project Manager work during the Construction Phase of the East Wing will be reduced by \$21,995.00 for each month if the work is completed sooner than the 12 month duration.

Phase VII(b): East Wing Enabling Projects	<u>\$376,358.00</u>
Phase VIII: Complex Trial Courtroom	<u>\$512,934.00</u>
Phase IX: North Wing First Floor Reconfiguration	<u>\$868,741.00</u>
Phase X: Restoration of the Coca Cola Building	\$367,814.00
Phase XI: Relocation of the Copy Center	\$240,914.00

- 5. The Amended Agreement's Exhibit "A," Scope Services, is hereby amended to include the following attached documents which are incorporated herein by reference:
  - a. Exhibit "A," Scope of Services, East Wing Enabling Projects;
  - b. Exhibit "A," Scope of Services, Complex Trial Courtroom;
  - c. Exhibit "A," Scope of Services, North Wing First Floor Reconfiguration;
  - d. Exhibit "A," Scope of Services, Restoration of Coca Cola Building; and
  - e. Exhibit "A," Scope of Services, Relocation of the Copy Center.
- 6. The Amended Agreement's Exhibit "J," Project Schedule, is hereby deleted in its entirety and replaced with the attached Exhibit "J," Project Schedule, which is incorporated herein by reference.
- 7. Except as set forth in this Fourteenth Amendment, all other terms, conditions, and covenants contained in the Amended Agreement shall remain in full force and effect.
- 8. In the event of any conflict or ambiguity between this Fourteenth Amendment and the Amended Agreement, the Parties agree that this Fourteenth Amendment shall control.
- 9. This Fourteenth 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourteenth Amendment to Amended 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, 2019 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, 2019	
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 Clumal 05/28/19 Signature (Date)  Collen Rounall Biscanawst  Print Name and Title above	By Jordan S. Nadel (Date) Assistant County Attorney  By Michael J. Kerr (Date) Deputy County Attorney	

FOURTEENTH AMENDMENT TO AMENDED 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 De Senti Secretary/Print Name	By Julia Juliage Authorized Manager
Signature	Dennis Gallagher Type or Print Name and Title
O .	73 day of $May$ , 2019

### **EXHIBIT "A" Scope of Services EAST WING ENABLING PROJECTS**

East Wing Enabling Projects: In addition to those contract administration services described above, Construction Project Manager shall provide the following management services for the reconfiguration and/or relocation of the identified spaces East Wing Building to facilitate the East Wing Full Building Renovation. Deliverables for each task shall be made in the number and format specified for other similar submittals required by the Agreement, and amendments thereto, or as mutually agreed in writing by Contract Administrator and Construction Project Manager.

#### A. Phase VII(b): East Wing Enabling Projects:

- 1. Cafeteria Conversion: Reconfiguration of space to allow the relocation and operation of:
  - a. Clerk of Courts Archival Storage from East Wing 3rd Floor.
  - b. G4S Security functions from their existing location in the East Wing as space allows.
- Second Floor East Wing Swing Space: Relocation of Clerk of Courts Felony Division from East Wing First Floor to East Wing Second Floor to allow for reconfiguration of East Wing First Floor.
- Mailroom Reconfiguration: Reconfiguration of mail room space to allow for continuous operation and access during future East Wing Full Building Renovation Project.
- 4. Construction Project Manager assumes that this Project takes place concurrently with the North Wing First Floor Reconfiguration, Complex Trial Courtroom, Restoration of the Coca Cola Building, and Relocation of the Copy Center projects.
- B. Phase VII(b): East Wing Enabling Projects Scope of Services:

- 1. Review as-built drawings and assist with the verification of as-built information.
- 2. Prepare preliminary costs studies and construction cost estimates at schematic design, design development, and construction documents phases.
- 3. Coordinate review of design documents and design comments between the Design Consultant and the Contract
- 4. Administrator at each design phase. Design reviews to take place at the end of Schematic Design, Design Development, and Construction Documents phases.
- 5. Monitor design phase schedule.
- 6. Work with Contract Administrator and Design Consultant in determining the appropriate phasing of the construction work and the impact on the schedule.
- 7. Assist County in coordination with City of Fort Lauderdale Building Department to obtain all required permits.

- 8. Assist County in preparing bidding documents for Contract Administrator's review and approval.
- 9. Oversee bidding procedures to the extent possible and conduct pre-bid conference(s).
- 10. Assist with Contract negotiations and preparation of construction contract(s), if requested.
- 11. Assist in conducting a preconstruction orientation conference(s).
- 12. Provide an on-site management team and establish and implement coordination procedures between all parties.
- 13. Administer the construction contract as provided in the General Conditions of the contract for construction.
- 14. Conduct biweekly job-site progress meetings.
- 15. Make reasonable efforts to observe the progress of the work and advise the Contract Administrator of any deviations, defects or deficiencies observed in the work.
- 16. Review schedule of values, payment applications, construction schedule(s), change orders, shop drawings/submittals, contractor claims.
- 17. Prepare monthly Project status reports.
- 18. Assist in the preparation of punch list, substantial and final completion inspections, and review of closeout documents for the Project.

### **EXHIBIT "A" Scope of Services COMPLEX TRIAL COURTROOM**

Complex Trial Courtroom: In addition to those contract administration services described above, Construction Project Manager shall provide the following management services for the partial buildout of the 17th floor shell space in the main west courthouse tower to provide a Complex Trial Courtroom. Deliverables for each task shall be made in the number and format specified for other similar submittals required by the Agreement, and amendments thereto, or as mutually agreed in writing by Contract Administrator and Construction Project Manager.

#### A. Phase VIII: Complex Trial Courtroom:

- 1. Complex Trial Courtroom shall be consistent with the approved concept plan dated 2/21/19 and shall consist of:
  - a. 6,430 SF New Courtroom.
  - b. Jury Deliberation Suite.
  - c. Judges Conference Room.
  - d. Deposition/Mediation Rooms.
  - e. Public and Secure corridors.
  - f. Total of 10,915 SF of usable space added to the existing central elevator/public toilet core.
  - g. Materials, finishes, equipment, including furniture and signage will be designed and specified to match the new West Tower.
  - h. Electronic security will consist of a limited number of card readers and cameras that are to be tied into the existing system on the floor below.
  - i. Unoccupied spaces shall remain unfinished shell space.
- Scope of work is based on an estimated construction budget of \$4.5M and 12-month construction schedule and assumes that this Project takes place concurrently with East Wing Enabling Projects, the North Wing First Floor Reconfiguration, Restoration of the Coca Cola Building, and Relocation of the Copy Center projects.

#### B. Phase VIII: Complex Trial Courtroom Scope of Services:

- 1. Review as-built drawings and concept plan approved by chief judge.
- 2. Assist with the verification of existing locations of capped MEP systems to be tied-into or extended to serve the new courtroom.
- 3. Prepare preliminary costs studies and construction cost estimates at schematic design and construction documents phases.
- 4. Coordinate review of design documents and design comments between the Design Consultant and the Contract Administrator at each design phase. Design reviews shall take place at the end of schematic design, design development, and construction documents phases.

- 5. Monitor design phase schedule.
- 6. Work with Contract Administrator and Design Consultant in determining the appropriate phasing of the construction work and the impact on the schedule.
- 7. Assist County in coordination with City of Fort Lauderdale Building Department to obtain all required permits.
- 8. Assist County in preparing bidding documents for Contract Administrator's review and approval.
- 9. Oversee bidding procedures to the extent possible and conduct pre-bid conference(s).
- 10. Assist with Contract negotiations and preparation of construction contract(s), if requested.
- 11. Assist in conducting a preconstruction orientation conference(s).
- 12. Provide an on-site management team and establish and implement coordination procedures between all parties.
- 13. Administer the construction contract as provided in the General Conditions of the contract for construction.
- 14. Conduct biweekly job-site progress meetings.
- 15. Make reasonable efforts to observe the progress of the work and advise the Contract Administrator of any deviations, defects or deficiencies observed in the work.
- 16. Review schedule of values, payment applications, construction schedule(s), change orders, shop drawings/submittals, contractor claims.
- 17. Prepare monthly Project status reports.
- 18. Assist in the preparation of punch list, substantial and final completion inspections, and review of closeout documents for the Project.

### EXHIBIT "A" Scope of Services NORTH WING FIRST FLOOR RECONFIGURATION

North Wing First Floor Reconfiguration: In addition to those contract administration services described above, Construction Project Manager shall provide the following management services for the reconfiguration and/or relocation of Law Library spaces within the first floor of the North Wing to facilitate the relocation of the Clerk of Courts Felony Division from the East Wing. Deliverables for each task shall be made in the number and format specified for other similar submittals required by the Agreement, and amendments thereto, or as mutually agreed in writing by Contract Administrator and Construction Project manager.

#### A. Phase IX: North Wing First Floor Reconfiguration:

Construction Project Manager assumes that Project takes place concurrently with the East Wing Enabling Projects, Complex Trial Courtroom, Restoration of the Coca Cola Building, and Relocation of the Copy Center projects.

#### B. Phase IX: North Wing First Floor Reconfiguration Scope of Services:

- 1. Review proposed space programming plans.
- 2. Review as-built drawings and assist with the verification of as-built information.
- Prepare preliminary costs studies and construction cost estimates at schematic design, design development, and construction documents phases.
- 4. Coordinate review of design documents and design comments between the Design Consultant and the Contract Administrator at each design phase. Design reviews to take place at the end of schematic design, design development, and construction documents phases.
- 5. Monitor design phase schedule.
- 6. Work with Contract Administrator and Design Consultant in determining the appropriate phasing of the construction work and the impact on the schedule.
- 7. Assist County in coordination with City of Fort Lauderdale Building Department to obtain all required permits.
- 8. Assist County in preparing bidding documents for Contract Administrator's review and approval.
- 9. Oversee bidding procedures to the extent possible and conduct pre-bid conference(s).
- 10. Assist with Contract negotiations and preparation of construction contract(s), if requested.
- 11. Assist in conducting a preconstruction orientation conference(s).

- 12. Provide an on-site management team and establish and implement coordination procedures between all parties.
- 13. Administer the construction contract as provided in the General Conditions of the contract for construction.
- 14. Conduct biweekly job-site progress meetings.
- 15. Make reasonable efforts to observe the progress of the work and advise the Contract Administrator of any deviations, defects or deficiencies observed in the work.
- 16. Review schedule of values, payment applications, construction schedule(s), change orders, shop drawings/submittals, contractor claims.
- 17. Assist with coordination and review of proposed furniture mockup(s).
- 18. Prepare monthly Project status reports.
- 19. Assist in the preparation of punch list, substantial and final completion inspections, and review of closeout documents for the Project.
- 20. Assist Design Consultant and Contract Administrator with warranty administration support for furniture and fixtures, if requested.

### EXHIBIT "A" Scope of Services RESTORATION OF THE COCA COLA BUILDING

Restoration of the Coca Cola Building: In addition to those contract administration services described above, Construction Project Manager shall provide the following management services for the restoration of the Coca Cola Building located within the Broward County Judicial Complex. Deliverables for each task shall be made in the number and format specified for other similar submittals required by the Agreement, and amendments thereto, or as mutually agreed in writing by Contract Administrator and Construction Project manager.

#### A. Phase X: Restoration of the Coca Cola Building:

- 1. Building envelope and façade renovations at the historic Coca Cola Bottling Plant located at 644 S Andrews Avenue, Fort Lauderdale, FL 33301.
- Construction Project Manager assumes that this Project takes place concurrently with the East Wing Enabling Projects, the North Wing First Floor Reconfiguration, Complex Trial Courtroom, and Relocation of the Copy Center projects.

#### B. Phase X: Restoration of the Coca Cola Building Scope of Services:

- 1. Review of existing assessment reports, drawings, details, if available, and coordinate site visits to prepare as-built plans.
- 2. Assist coordination with the City of Fort Lauderdale Historic Preservation Board and the State of Florida Division of Historic Resources, and attend meetings and presentations as required.
- 3. Prepare preliminary costs studies and construction cost estimates at schematic design and construction documents phases.
- 4. Coordinate review of design documents and design comments between the design consultant and the Contract Administrator at each design phase. Design reviews to take place at the end of schematic design and construction documents phases.
- 5. Monitor design phase schedule.
- 6. Work with Contract Administrator and Design Consultant in determining the appropriate phasing of the construction work and the impact on the schedule.
- Assist County in coordination with City of Fort Lauderdale Building Department to obtain all required permits.
- 8. Assist County in preparing bidding documents for Contract Administrator's review and approval.
- 9. Oversee bidding procedures to the extent possible and conduct pre-bid conference(s).

- 10. Assist with Contract negotiations and preparation of construction contract(s), if requested.
- 11. Assist in conducting a preconstruction orientation conference(s).
- 12. Provide an on-site management team and establish and implement coordination procedures between all parties.
- 13. Administer the construction contract as provided in the General Conditions of the contract for construction.
- 14. Conduct biweekly job-site progress meetings.
- 15. Make reasonable efforts to observe the progress of the work and advise the Contract Administrator of any deviations, defects or deficiencies observed in the work.
- 16. Review schedule of values, payment applications, construction schedule(s), change orders, shop drawings/submittals, contractor claims.
- 17. Prepare monthly Project status reports.
- 18. Assist in the preparation of punch list, substantial and final completion inspections, and review of closeout documents for the Project.

### EXHIBIT "A" Scope of Services RELOCATION OF THE COPY CENTER

Relocation of the Copy Center: In addition to those contract administration services described above, Construction Project Manager shall provide the following management services for the relocation of the copy center. Deliverables for each task shall be made in the number and format specified for other similar submittals required by the Agreement, and amendments thereto, or as mutually agreed in writing by Contract Administrator and Construction Project manager.

#### A. Phase XI: Relocation of the Copy Center:

- 1. Relocation of the Copy Center from the East Wing Building of the Broward County Judicial Complex to the 2<sup>nd</sup> Avenue Warehouse located at 515 SE 2<sup>nd</sup> Avenue, Fort Lauderdale, FL 33301.
- 2. Interior Improvements to the 2<sup>nd</sup> Avenue Warehouse.
- Construction Project Manager assumes that this Project takes place concurrently with the East Wing Enabling Projects, the North Wing First Floor Reconfiguration, Complex Trial Courtroom, and Restoration of the Coca Cola Building Projects.

#### B. Phase XI: Restoration of the Coca Cola Building Scope of Services:

- 1. Participate in Project kick-off meeting with Design Consultant and County staff.
- 2. Review of existing as-built drawings, details, if available, and coordinate site visits to prepare as-built plans.
- 3. Prepare preliminary cost studies and construction cost estimates at schematic design and construction documents phases.
- 4. Coordinate review of design documents and design comments between the Design Consultant and the County at each design phase. Design reviews to take place at the end of schematic design and construction documents phases.
- 5. Monitor design phase schedule.
- 6. Work with Contract Administrator and Design Consultant in determining the appropriate phasing of the construction work and the impact on the schedule.
- 7. Assist County in coordination with City of Fort Lauderdale Building Department to obtain all required permits.
- 8. Assist County in preparing bidding documents for Contract Administrator's review and approval.
- 9. Oversee bidding procedures to the extent possible and conduct pre-bid conference(s).
- 10. Assist with contract negotiations and preparation of construction contract(s), if requested.
- 11. Assist in conducting a preconstruction orientation conference(s).

- 12. Provide an on-site management team and establish and implement coordination procedures between all parties.
- 13. Administer the construction contract as provided in the General Conditions of the contract for construction.
- 14. Conduct biweekly job-site progress meetings.
- 15. Make reasonable efforts to observe the progress of the work and advise the Contract Administrator of any deviations, defects or deficiencies observed in the work.
- 16. Review schedule of values, payment applications, construction schedule(s), change orders, shop drawings/submittals, contractor claims.
- 17. Prepare monthly Project status reports.
- 18. Assist in the preparation of punch list, substantial and final completion inspections, and review of closeout documents for the Project.

## EXHIBIT "J" PROJECT SCHEDULE

The required project schedule milestones for this project are presented below.

ACTIVITY	DAYS REQUIRED FOR ESTIMATED TIME PERIOD
Schematic Design: Consultant's Document Preparation & Submittal County Review	85 Days 14 Days
<u>Design Development</u> Consultant's Document Preparation & Submittal County Review	98 Days 14 Days
50% Construction Document Development Consultant's Document Preparation & Submittal County Review	103 Days 14 Days
100% Construction Document Development Consultant's Document Preparation & Submittal County Review	95 Days Undetermined
Bidding, Award of Contract, Permitting Bidding, Award of Contract, Permitting through August 24, 2012	2 468 Days
Administration of the Construction Phase of Contract through Final Completion (August 31, 2017)	1851 Days
Correction of Construction Defects	365 Days
Warranty Tower	365 Days
Abatement and Demolition Owner Acceptance	270 Days 30 Days
500 Secure Parking Garage and Plaza Owner Acceptance	270 Days 30 Days
Warranty Garage/Plaza	365 Days
East Wing Full Renovation Design Design Construction Administration	365 Days 365 Days
East Wing Enabling Projects	630 Days
Complex Trial Courtroom	750 Days

# **EXHIBIT "J"**

PROJECT SCHEDULE (Continued)

The required project schedule milestones for this project are presented below.

ACTIVITY	DAYS REQUIRED FOR ESTIMATED TIME PERIOD
North Wing First Floor Reconfiguration	1020 Days
Restoration of the Coca Cola Building	630 Days
Relocation of the Copy Center	390 Days