

3 ✓ 7/23/15 (L)

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: AGREEMENT BETWEEN CITY AND SKANSKA USA BUILDING INC. FOR CONSTRUCTION MANAGEMENT AT RISK PHASE I PRECONSTRUCTION SERVICES FOR PROJECT CONSTRUCTION MANAGEMENT AT RISK - LAS OLAS IMPROVEMENTS

Approved Comm. Mtg. on July 7, 2015

CAM#15-0897

ITEM: PUR-11

Routing Origin: CAO Also attached: copy of CAM Original Documents

1) **City Attorney's Office: Approved as to Form: 3 Originals to City Manager**

Rhonda Montoya Hasan



CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 3 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Forward two (2) originals to: Linda Blanco

Original Route form to Meredith Shuster

7/23

AGREEMENT

Between

City of Fort Lauderdale

and

Skanska USA Building Inc.

for

Construction Management at Risk Phase I Preconstruction Services

for Project

Construction Management at Risk – Las Olas Improvements

THIS IS AN AGREEMENT made and entered into this 7th day of July, 2015, by and between:

City of Fort Lauderdale, a Florida municipality,
(hereinafter referred to as "CITY")

and

SKANSKA USA BUILDING, INC., a Delaware corporation, authorized to do business in the State of Florida, referred to as "CONSTRUCTION MANAGER."

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of July 7, 2015 authorized by motion the execution of this Agreement between CONSTRUCTION MANAGER and CITY authorizing the performance of Construction Management at Risk Phase I Preconstruction Services, RFQ No.255-11497 (the "Agreement"); and

WHEREAS, the CONSTRUCTION MANAGER is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement 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 therefore agreed upon by the parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSTRUCTION MANAGER dated July 7, 2015 and any duly authorized and executed Amendments to Agreement.
- 1.2 CHANGE ORDER: A written order to the CONSTRUCTION MANAGER approved by the CITY authorizing a revision to this agreement between the CITY and the CONSTRUCTION MANAGER that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement. The CONSTRUCTION MANAGER may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 1.3 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.4 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.5 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.6 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project proposed by the CONSTRUCTION MANAGER.
- 1.7 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed. CONSTRUCTION MANAGER will attempt to submit a GMP Proposal within this limit and may suggest lower cost options to achieve this goal.
- 1.8 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.9 CONSTRUCTION MANAGER: Skanska USA Building, Inc. which has been selected by the CITY to perform pre-construction services pursuant to this Agreement.
- 1.10 CONSULTANT: The Architect(s) or engineer(s) who has/have contracted with the CITY to provide professional services to prepare the Plans and Specifications for this Project.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works Director of the CITY, or his designee. 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.
- 1.12 GUARANTEED MAXIMUM PRICE (GMP) CONSTRUCTION CONTRACT: The maximum amount CITY is obligated to pay Contractor for the complete performance of the Work and construction of the Project, which amount shall include, but is not limited to, all profit, overhead, on-site and off-site conditions (known and unknown), and administrative costs. The GMP is made up of the sum of the following Contract Price Elements:
 - A. Pre-Construction Services Cost
 - B. Direct Construction Cost
 - C. General Conditions Cost
 - D. Fixed Fee
 - E. Owner's Allowance Account
 - F. Construction Contingency

- 1.13 GUARANTEED MAXIMUM PRICE PROPOSAL: A final guaranteed GMP proposed prepared by the CONSTRUCTION MANAGER during the Pre-Construction Phase of the Project, based upon the final detailed Construction Documents of the Project, as a proposal to perform the work as a Construction Manager at Risk during the construction phase.
- 1.14 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY.
- 1.15 PRE-CONSTRUCTION PHASE: The phase of the Project where CONSTRUCTION MANAGER provides the pre-construction services described in Exhibit "A" while the CONSULTANT completes the Plans and Specifications.
- 1.16 PROJECT: An agreed scope of work for accomplishing the specific plan and development of the Project. The services to be provided by the CONSTRUCTION MANAGER shall be as defined in this Agreement for the Pre-Construction Phase. After the submission of CONSTRUCTION MANAGER's GMP Proposal, the CITY may accept the GMP Proposal and award a contract for the Construction Phase in the form of a Construction Management Agreement.
- 1.17 PROJECT MANAGER: The designee of the Contract Administrator having day-to-day administrative and managerial responsibility for the Project
- 1.18 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Pre-Construction and Construction Phases of the Project to completion.
- 1.19 TIME OF COMPLETION: Time in which the entire scope of work shall be completed.

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 of this Agreement 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 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate the CONSTRUCTION MANAGER's statement of qualifications and performance data to ensure that the CONSTRUCTION MANAGER has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in

Section 287.055, Florida Statutes, and has selected CONSTRUCTION MANAGER to perform services hereunder.

ARTICLE 3
THE WORK

- 3.1 The CONSTRUCTION MANAGER shall perform Pre-Construction Management Services as described in Exhibit "A", Scope of Services, attached hereto and incorporated herein. CONSTRUCTION MANAGER shall provide all services set forth in Exhibit A.
- 3.2 CITY and CONSTRUCTION MANAGER acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSTRUCTION MANAGER to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSTRUCTION MANAGER determines that work should be performed to complete the Project which is in the CONSTRUCTION MANAGER's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSTRUCTION MANAGER shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. If CONSTRUCTION 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 CITY to perform the work. Performance of work by CONSTRUCTION MANAGER outside the originally anticipated level of effort without prior written CITY approval is at CONSTRUCTION MANAGER's sole risk.
- 3.3 CITY and CONSTRUCTION MANAGER acknowledge that Basic Services described in Exhibit "A" are included in the fee agreed upon. The CITY and CONSTRUCTION MANAGER may negotiate additional scopes of services, compensation, time of performance and other related matters for future phases of Project. If CITY and CONSTRUCTION MANAGER cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services for future Project phases from another source.

ARTICLE 4
GENERAL PROVISIONS

- 4.1 Generally. CONSTRUCTION MANAGER shall perform and provide the Services and the Work required by, or reasonably implied by or inferable from, the Contract Documents, and shall pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by the Contract Documents. In performing its duties hereunder, CONSTRUCTION MANAGER shall owe a duty of care consistent with its role as a CONSTRUCTION MANAGER while performing preconstruction services.

- 4.2 Standard of Care. CONSTRUCTION MANAGER shall perform the Work at a level, and be judged by a standard of care that is consistent with the standards and quality prevailing among first-rate, nationally recognized construction management and general contracting firms of superior knowledge, skill and experience engaged in projects of similar size and complexity. CONSTRUCTION MANAGER shall carry out and complete the Work in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of CITY, and in strict accordance with the Contract Documents.
- 4.3 CONSTRUCTION MANAGER shall include CITY's specific project number as part of the heading on all correspondence, invoices and the GMP Proposal. All correspondence shall be directed specifically to the Contract Administrator.
- 4.4 Communications in Writing. All communications relating to the Project between CONSTRUCTION MANAGER and the CITY shall be in writing, or as applicable, shall be confirmed in writing.
- 4.5 Duty to Correct. CONSTRUCTION MANAGER shall promptly correct any errors, omissions, deficiencies or conflicts in its Work, as defined in Article 3, at its own cost and without additional compensation or reimbursement, and CONSTRUCTION MANAGER shall not be compensated or reimbursed for performing any services necessitated by its failure to perform in strict accordance with the Contract Documents.

ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSTRUCTION MANAGER. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Specific written direction from the City Manager (or designee)

Second priority: Approved Change Orders, Addendums or Amendments to all related documents.

Third priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT

Fourth priority: This AGREEMENT

Fifth priority: City of Fort Lauderdale Request for Qualifications 255-11497
Sixth priority: CONSTRUCTION MANAGER'S response to City of Fort Lauderdale Request for Qualifications 255-11497.

- 5.2 Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 CONSTRUCTION MANAGER shall perform the basic services described in Exhibit "A" within the time periods specified in a mutually agreed upon Project schedule, developed before commencement of work and made a part of this Agreement. The Project schedule, once complete, shall be automatically incorporated into this Agreement; said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.2 Prior to beginning the performance of any services under this Agreement, CONSTRUCTION MANAGER must receive a Notice to Proceed and a purchase order. CONSTRUCTION MANAGER must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSTRUCTION MANAGER to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSTRUCTION MANAGER to submit itemized deliverables for the Contract Administrator's review.
- 6.3 In the event CONSTRUCTION MANAGER is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, or for the untimely delivery of updated preliminary or final Plans and Specifications by CONSULTANT, and such delays are not the fault of CONSTRUCTION MANAGER, or because of delays which were caused by factors outside the control of CONSTRUCTION MANAGER, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSTRUCTION MANAGER to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to

inform CITY of all facts and details related to the delay.

- 6.4 The time for the performance of services described in Exhibit "A," Scope of Services and supplemental Change Orders shall be negotiated by the CITY and the CONSTRUCTION MANAGER as the services are requested and authorized by the CITY.
- 6.5 The Term of this Agreement shall be limited to the time required to complete the Basic Services of the Project and any approved Change Orders for additional services.
- 6.6 At or before the completion date for this contract, CONSTRUCTION MANAGER, following completion of cost estimating, value engineering, and other services (as set forth in subsequent sections of this Agreement and Exhibit "A" – Scope of Services) will tender to the CITY a written Guaranteed Maximum Price (GMP) for final completion of this Project. The CITY, by and through the Contract Administrator, Project Manager, and/or other CITY personnel, will have the opportunity to negotiate the amount of the GMP with the CONSTRUCTION MANAGER. In the event a GMP, which is satisfactory to CITY personnel, in their reasonable discretion, is not agreed upon in writing, the CITY reserves the right to terminate this Contract for convenience and the CONSTRUCTION MANAGER will immediately tender all documents, in accordance with applicable provisions of this agreement. The CONSTRUCTION MANAGER shall have no recourse from this termination and the CITY shall take such documents, as defined, in 11.1 herein. Conditions precedent to a Phase II contract for this Project are the satisfactory completion of Phase I and an agreed upon GMP. If a GMP is agreed to by the CONSTRUCTION MANAGER and CITY, a separate agreement will be submitted to City Commission for approval.

ARTICLE 7 COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

7.1.1 Lump Sum

CITY agrees to pay CONSTRUCTION MANAGER as compensation for performance of pre-construction services specified in Exhibit "A" and required under the terms of this Agreement a Lump Sum Amount of \$339,282, and to reimburse CONSTRUCTION MANAGER for Reimbursables as described in Section 7.2, an amount of \$23,000, for a total Lump Sum Amount of \$362,282. It is agreed that the method of compensation is that of Lump Sum which means that CONSTRUCTION MANAGER shall perform all services set forth in Exhibit "A", and in this Agreement, for total compensation in the amount stated above. The schedule of payments due to CONSTRUCTION MANAGER for pre-construction management services is set forth in Exhibit "B".

A lump sum proposal shall be accompanied by the CONSTRUCTION MANAGER's calculations detailing the direct labor cost by categories of employees, work hours, and hourly rates; overhead; direct non-salary expenses; and profit, or as required by approved Change Orders.

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost, in the total Not-to-Exceed amount of \$23,000. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSTRUCTION MANAGER and the CONSTRUCTION MANAGER'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSTRUCTION MANAGER shall be compensated for Reimbursables associated with a particular Change Order for any additional services only up to the amount allocated for such Change Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Change Order previously billed, exceeds the amount allocated for such Change Order shall be the responsibility of the CONSTRUCTION MANAGER unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSTRUCTION MANAGER, its staff and sub consultants as well as communication expenses, long distance telephone, courier and express mail between CONSTRUCTION MANAGER's and sub consultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSTRUCTION MANAGER. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSTRUCTION MANAGER, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSTRUCTION MANAGER's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. 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.

7.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

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

7.3 METHOD OF BILLING

Lump Sum Compensation

CONSULTANT shall submit billings that 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 of each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT 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. CONSULTANT shall provide CITY with the percent complete of the Phase or Phase element or Task Order. CITY will review the percent complete of the authorized lump sum elements for reasonableness and approve payment consistent with the level of progress toward the defined lump sum scope element.

Cumulative Percentages. The cumulative percentages are as follows:

Project Phases	Fee %
Scheduling	10%
Constructability Review	20%
Cost Estimating	25%
Value Engineering	10%
Guaranteed Maximum Price (GMP)	25%

7.4 METHOD OF PAYMENT

7.4.1 CITY shall pay CONSTRUCTION MANAGER in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 CITY will review CONSTRUCTION MANAGER's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSTRUCTION MANAGER within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSTRUCTION MANAGER to CITY.

7.4.3 Payments shall be made by CITY to CONSTRUCTION MANAGER using a CITY P-Card (MasterCard or Visa credit card).

7.5 COST SAVINGS

Upon final completion of the project the CITY and the CONSTRUCTION MANAGER shall share 50% / 50% in cost savings. Cost savings shall be defined as the difference between the GMP (including authorized amendments) and the final invoice amount. The CONSTRUCTION MANAGER's 50% share in the cost savings shall be capped at a maximum of 3% of the total GMP (including authorized amendments).

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSTRUCTION MANAGER.

8.2 CITY or CONSTRUCTION MANAGER may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Change Order. Such changes 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 the Change Order including the initiation of any additional services. CITY shall compensate CONSTRUCTION MANAGER for such additional services as provided in Article 7.

8.3 In the event a dispute between the Contract Administrator and CONSTRUCTION

MANAGER arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSTRUCTION MANAGER, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSTRUCTION MANAGER shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSTRUCTION MANAGER shall promptly perform the disputed services.

ARTICLE 9 CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 9.1 The CONSTRUCTION MANAGER, following the CITY's approval of the GMP Proposal, shall, when so directed and authorized by the CITY, through the completion of a Construction Agreement, obtain bids and award subcontracts for the construction of the Project, as specified in more detail in a separate Construction Agreement. CONSTRUCTION MANAGER shall review and analyze the bids and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the GMP Proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSTRUCTION MANAGER, at no additional cost to the CITY, shall meet with the CITY's representatives and work to discuss additional options to reduce costs to bring the GMP Proposal price within the Final Statement of Probable Construction Costs. Should the GMP Proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSTRUCTION MANAGER shall, at the CITY's direction, meet with CITY and its CONSULTANTS to redesign said Project and/or work with the CITY to reduce the costs of the Work to be included within the GMP Proposal to be within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSTRUCTION MANAGER have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSTRUCTION MANAGER provides its GMP Proposal based upon the final Plans and Specifications, the CONSTRUCTION MANAGER shall not be

responsible for any redesign without compensation.

- 9.3 The CONSTRUCTION MANAGER shall provide the CITY with a list of recommended, prospective bidders as discussed more in a Construction Agreement.
- 9.4 The CONSTRUCTION MANAGER shall attend all pre-bid conferences.
- 9.5 The CONSTRUCTION MANAGER shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change bid documents.
- 9.6 If pre-qualification of bidders is required as set forth in the request for proposal, CONSTRUCTION MANAGER shall develop qualification criteria, review qualifications and recommend acceptance or rejection of the bidders. CONSTRUCTION MANAGER shall evaluate proposals and proposers, and make recommendations regarding any award, and awards shall be subject to approval by the CITY.
- 9.7 The CITY shall make decisions on all claims regarding **interpretation of the** Construction Documents, and on all other matters relating to the execution and progress of the work.
- 9.8 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose.

ARTICLE 10
CITY'S RESPONSIBILITIES

- 10.1 CITY shall assist CONSTRUCTION MANAGER by placing at CONSTRUCTION MANAGER's disposal all information CITY has available pertinent to the Project including all updated Plans and Specifications prepared by the CONSULTANTS, test reports obtained by the CITY related to the Project, and previous reports and any other data relative to design or construction of the Project in CITY's possession.
- 10.2 CITY shall arrange for access to, and make all provisions for, CONSTRUCTION MANAGER to enter upon public and private property as required for CONSTRUCTION MANAGER to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified per Agreement, Scope of Services, and any approved Change Orders.
- 10.4 CITY shall give prompt written notice to CONSTRUCTION MANAGER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSTRUCTION MANAGER's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement related to the Project are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSTRUCTION MANAGER of liability or legal exposure for errors or negligent acts made on the part of the CONSTRUCTION MANAGER in connection with the proper use of documents prepared under this Agreement. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSTRUCTION MANAGER (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely manner upon written notice to the CONSTRUCTION MANAGER. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSTRUCTION MANAGER shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSTRUCTION MANAGER shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSTRUCTION MANAGER abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSTRUCTION MANAGER shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, maps, models, photographs and reports prepared by CONSTRUCTION MANAGER shall become the property of CITY and shall be delivered by CONSTRUCTION MANAGER to the CITY within five (5) days of CITY's

request. Upon payment of such sum by CITY to CONSTRUCTION MANAGER, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSTRUCTION MANAGER shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSTRUCTION MANAGER shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

11.2.5 Termination by Consultant. CONSTRUCTION MANAGER shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSTRUCTION MANAGER shall have no right to terminate this Agreement for its convenience.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSTRUCTION MANAGER that are related to this Project. CONSTRUCTION MANAGER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSTRUCTION MANAGER shall preserve and make available, at reasonable times for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit

findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSTRUCTION MANAGER's records, CONSTRUCTION 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 MANAGER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSTRUCTION MANAGER shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of the CONSTRUCTION MANAGER upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSTRUCTION MANAGER shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSTRUCTION MANAGER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSTRUCTION MANAGER shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in

employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSTRUCTION MANAGER shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSTRUCTION MANAGER shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSTRUCTION MANAGER shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSTRUCTION MANAGER will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year. This good faith effort for Minority Participation shall be performed during the Construction Phase of the Project.

11.6 PUBLIC ENTITY CRIMES ACT

CONSTRUCTION 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 has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following 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 hereto, and may

result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSTRUCTION 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 MANAGER has been placed on the convicted vendor list.

11.7 SUBCONSULTANTS

11.7.1 CONSTRUCTION MANAGER may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSTRUCTION MANAGER shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

11.7.2 CONSTRUCTION MANAGER shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSTRUCTION MANAGER to provide the services for this Project. CONSTRUCTION MANAGER shall obtain written approval of Contract Administrator prior to changing or modifying the list of sub consultants submitted by CONSTRUCTION MANAGER.

The list of subconsultants submitted is as follows:

Miller Legg & Associates, Inc.
Garth Solutions, Inc.

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSTRUCTION MANAGER shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSTRUCTION MANAGER represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSTRUCTION MANAGER shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSTRUCTION MANAGER's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards

as referenced in Section 4.2.

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSTRUCTION MANAGER shall defend, counsel being subject to CITY's approval, and indemnify and hold harmless CITY, and CITY's officers and employees from any and all claims, liabilities, damages, losses, penalties, fines, judgments, and costs, including, but not limited to, any award of attorneys' fees and any award of litigation costs, in connection with or arising directly or indirectly out of any negligent act or omission by the CONSTRUCTION MANAGER or by any officer, employee, agent, invitee, subcontractor, or sub consultant of the CONSTRUCTION MANAGER. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and CITY's City Attorney, any sums due CONSTRUCTION MANAGER under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.2 It is specifically understood and agreed that the consideration inuring to the CONSTRUCTION MANAGER for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to the CONSTRUCTION MANAGER.

11.9.3 The execution of this Agreement by the CONSTRUCTION MANAGER shall obligate the CONSTRUCTION MANAGER to comply with the foregoing indemnification provision.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSTRUCTION MANAGER expresses its willingness to enter into this Agreement with the knowledge that the CONSTRUCTION MANAGER'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the CITY to the CONSTRUCTION MANAGER pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSTRUCTION MANAGER agrees that the CITY shall not be liable to the CONSTRUCTION MANAGER for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSTRUCTION MANAGER pursuant to this Agreement, for any action or

claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSTRUCTION MANAGER by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSTRUCTION MANAGER shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSTRUCTION MANAGER. Any exclusions or provisions in the insurance maintained by the CONSTRUCTION MANAGER that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The CONSTRUCTION MANAGER shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSTRUCTION MANAGER to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

- C. CONSTRUCTION MANAGER shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - Each Occurrence \$1,000,000
 - Project Aggregate \$1,000,000
 - General Aggregate \$2,000,000
 - Personal Injury \$1,000,000
 - Products/Completed Operations \$1,000,000
- B. Endorsements Required:
 - City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors

11.11.3 BUSINESS AUTOMOBILE LIABILITY

- A. Limits of Liability:
 - Bodily Injury and Property Damage - Combined Single Limit
 - All Autos used in completing the contract
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$1,000,000
- B. Endorsements Required:
 - Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services,

Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

CONSTRUCTION MANAGER must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible- not to exceed	\$250,000

11.11.6 All insurance policies required above shall be issued by companies authorized to transact business and issue insurance policies under the laws of the State of Florida, with the following qualifications:

The CONSTRUCTION MANAGER's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the CONSTRUCTION MANAGER that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSTRUCTION MANAGER of its liability and obligation under this section or under any other section of this Agreement.

The CONSTRUCTION MANAGER shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSTRUCTION MANAGER shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the CITY.
- B. The CITY may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSTRUCTION MANAGER in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF CITY AND CONSTRUCTION MANAGER

11.12.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSTRUCTION MANAGER's request, shall advise CONSTRUCTION MANAGER in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSTRUCTION MANAGER shall inform the Contract Administrator in writing of CONSTRUCTION MANAGER's representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSTRUCTION MANAGER'S STAFF

CONSTRUCTION MANAGER will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSTRUCTION MANAGER's employment.

CONSTRUCTION MANAGER will obtain prior written approval of Contract Administrator to change key staff. Such approval will not be unreasonably withheld. CONSTRUCTION MANAGER shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSTRUCTION MANAGER's staff, Contract Administrator shall first meet with CONSTRUCTION MANAGER and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSTRUCTION MANAGER is an independent contractor under this Agreement. In performing its obligations hereunder, CONSTRUCTION MANAGER or its agents shall not be acting and shall not be deemed as acting as

officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSTRUCTION MANAGER.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSTRUCTION MANAGER nor CITY intends 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 claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSTRUCTION MANAGER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSTRUCTION MANAGER's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSTRUCTION MANAGER agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons 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 CITY 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.

In the event CONSTRUCTION MANAGER is permitted to utilize subconsultants to perform any services required by this Agreement, CONSTRUCTION MANAGER agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

1.18 CONTINGENCY FEE

CONSTRUCTION MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSTRUCTION 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 MANAGER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price

or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. Failure by CITY to complain of any act or failure to act of the CONSTRUCTION MANAGER or to declare the CONSTRUCTION MANAGER in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of the CITY, provided however this section shall not alter or amend the notice provisions set forth in the Agreement. Inspection by, payment by or tentative approval or acceptance by the CITY, or the failure of the CITY to perform any inspection hereunder shall not constitute a final acceptance of the Work or any part thereof and shall not release CONSTRUCTION MANAGER from any of its obligations hereunder.

11.20 COMPLIANCE WITH LAWS

CONSTRUCTION MANAGER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 ENTIRE AGREEMENT; SEVERABILITY; AMENDMENTS

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly, the parties agree that no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with this Agreement. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSTRUCTION MANAGER 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. 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. 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.

11.24 GOVERNING LAW, VENUE AND 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 exclusively to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. BY ENTERING INTO THIS AGREEMENT, CONSTRUCTION MANAGER AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT AND THE PROJECT. CONSTRUCTION MANAGER SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS CONTRACT.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of 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, to-wit:

CITY: City Engineer
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5772

With a copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue

Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone : (954) 828-5037

CONSULTANT: MacAdam Glinn Senior
Vice President Skanska
USA Building, Inc.
1815 Griffin Road, Suite 204
Dania Beach, FL 33004
Telephone : (954) 920-5167

11.28 ATTORNEY FEES

If CITY or CONSTRUCTION MANAGER incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSTRUCTION MANAGER shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. The cost of any such permits, licenses and applicable fees, etc. shall be included within the GMP Proposal. CONSTRUCTION MANAGER is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSTRUCTION MANAGER shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

CONSTRUCTION MANAGER's compensation under this Agreement is based upon representations supplied to CITY by CONSTRUCTION MANAGER, and CONSTRUCTION MANAGER certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete and current at the time of contracting. CITY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

11.31 EVALUATION

The CITY maintains the right to periodically review the performance of the

CONSTRUCTION MANAGER. This review will take into account the timely execution of the work, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSTRUCTION MANAGER to maintain MBE/WBE participation on this CITY Project. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSTRUCTION MANAGER to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSTRUCTION MANAGER shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSTRUCTION MANAGER under this Agreement or over any aspect or phase of the Project.

11.33 REGULATORY AUTHORITY

In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to CITY's authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Agreement.

11.33 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The CONSTRUCTION MANAGER certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The CITY may terminate this Contract at the CITY's option if the CONSTRUCTION MANAGER is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

CITY:

CITY OF FORT LAUDERDALE, a
Florida municipality


By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH
City Clerk

Approved as to form:


RHONDA MONTOYA HASAN
Assistant City Attorney

CONSTRUCTION MANAGER:

WITNESSES:

SKANSKA USA BUILDING INC.,
a Delaware corporation
authorized to transact business in
the state of Florida

Cathy Denny
Cathy Denny
Print Name

By W.F.
WILLIAM FLEMING, President

(Witness print name)

ATTEST:

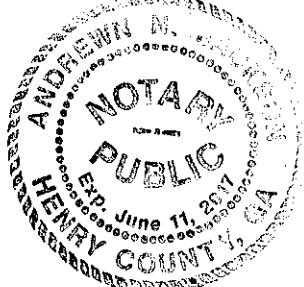
By Lisa S. Mingoia
~~CLEVIS C. HADEN, Secretary~~
LISA S. MINGOIA, Assistant
Secretary

(CORPORATE SEAL)

STATE OF GEORGIA :
COUNTY OF HENRY :

The foregoing instrument was acknowledged before me this 13th day of July,
2015, by WILLIAM FLEMING as PRESIDENT of SKANSKA USA
BUILDING INC., a Delaware corporation authorized to transact business in the state of
Florida.

SEAL



Andrew N. Jackson
Notary Public, State of GEORGIA

ANDREW N. JACKSON
Name of Notary Typed, Printed or Stamped

Personally Known or Produced Identification:

Type of Identification Produced _____

EXHIBIT "A"

SCOPE OF SERVICES

PHASE 1 (PRE-CONSTRUCTION SERVICES)

The purpose of the CONSTRUCTION MANAGER's preconstruction services is to attend meetings with the design teams, provide cost estimates, advise as to constructability and construction methods, offer cost savings or value engineering suggestions, assist in preparing construction schedules and project work sequences, assessment of project scope for establishing bid packages, solicitation & prequalification of subcontractors, issuance and receiving sub-bids and preparation of the detailed final construction budget or Guaranteed Maximum Price (GMP).

I. DESIGN REVIEW AND PROJECT PLANNING

- a. Generally. During the Design Phase of the Project, where necessary or appropriate to further the interests of the CITY and the Project, CONSTRUCTION MANAGER shall render Services which support services to be rendered by CONSULTANT, including design review, Project Planning, and the specific services described in this Section I.
- b. Review Project Requirement and Site Data. CONSTRUCTION MANAGER shall review and study all background data, specifications and other related materials made available by CITY as to requirements, criteria, priorities, feasibility, and physical and financial limitations with regard to the Project, and shall review with CITY's Representative and CONSULTANT site data (such as access, location of services and utilities, security, surveys, and soils information) and other relevant information.
- c. Verify Site and Working Conditions. Promptly after execution of this Agreement, and as necessary thereafter, CONSTRUCTION MANAGER shall visit the Project site, review all information related to the site and to the conditions under which the Work will be performed. CONSTRUCTION MANAGER shall notify CITY's Representative in writing of any conditions when and if discovered that would adversely affect the progress, quality, or cost of the Work, recommend means of addressing such conditions, and suggest additional testing or services reasonably required in connection therewith.
- d. Consultation and Advice. CONSTRUCTION MANAGER shall consult with and advise CONSULTANT and CITY's Representative concerning cost,

schedule, constructability, and other issues relevant to the completion of the Project, including, but not limited to, Value Engineering, advantages and disadvantages of proposed materials and labor, time requirements for installation, construction scheduling alternatives, future expandability of the Project, Life Cycle Costs, ease of maintenance, longevity of service, economy of operation, operational capabilities in the case of extended loss of external utility services, and means of achieving conformance with the CITY's Project objectives and the Design for Construction.

- e. Review of CONSULTANT's Schedule. CONSTRUCTION MANAGER shall review and study all schedules and updates thereof submitted by CONSULTANT concerning the schedule for performance of CONSULTANT's services. Within ten (10) days after receipt of any such schedule or update, CONSTRUCTION MANAGER shall submit to CITY's Representative a written analysis of same describing any anticipated problems or delays to the Project related to CONSULTANT's schedule, the cause and extent of such problems or delays, the project impact on the ability to complete the Project by the Date of Substantial Completion, and recommendations for eliminating or reducing the extent of such delays. CONSTRUCTION MANAGER shall consult with CITY's Representative and CONSULTANT to determine means of improving the anticipated schedule for the performance by CITY, CONSULTANT, and CONSTRUCTION MANAGER during the Design Phase and to facilitate phased construction of the Project where appropriate.
- f. Consultants. CONSTRUCTION MANAGER shall assist CITY as needed in selecting and contracting with consultants and professionals, if any, to provide specialized services relating to Design Phase.
- g. Identify Applicable Laws and Regulations. CONSTRUCTION MANAGER shall identify and review with CITY's Representative and CONSULTANT, and, if requested by CITY's Representative, assist CITY in complying with, the Applicable Laws which will affect the Services, the Work, and the Project.
- h. Quality Assurance. CONSTRUCTION MANAGER shall submit to CITY's Representative for approval a written quality assurance program for the Project, including cost estimates, schedules, and the Work.
- i. Procurement Guidelines and Plan. CONSTRUCTION MANAGER shall prepare and submit, for CITY's Representative's approval, procurement guidelines and a procurement plan for the Project.

- j. Utilities, Communications and Other Infrastructure Issues. CONSTRUCTION MANAGER shall advise and assist CONSULTANT and represent CITY, if requested, in dealing appropriately with local utilities, communications, and other related infrastructure issues.
- k. Review of Design Documents. CONSTRUCTION MANAGER shall review and study, on a continuing basis through the Design Phase, all design and construction documents prepared by CONSULTANT for accuracy, completeness, clarity, and consistency. CONSTRUCTION MANAGER shall notify CITY's Representative and CONSULTANT in writing of any errors, omissions, conflicts, inconsistencies, or ambiguities discovered, identify potential design changes before the bidding cycle and Construction Phase begin, and recommend alternatives when design details affect construction feasibility, constructability, quality, or the Project schedule. CONSTRUCTION MANAGER shall assure through such review and study that all Project construction requirements are met in the Design for Construction and the Subcontracts. CONSTRUCTION MANAGER's review is not a guarantee of the accuracy integrity of the plans and design documents.
- l. Systems Analyses. CONSTRUCTION MANAGER shall consult with CONSULTANT and CITY during all stages of the Project in the preparation of building systems studies and analyses and any other engineering studies and analyses that may be required.
- m. Life Cycle Analyses. CONSTRUCTION MANAGER shall assist CITY and CONSULTANT in preparing comparative life cycle studies of ownership, operating, and maintenance costs for design alternatives prepared by CONSULTANT.
- n. Presentations. When requested by CITY's Representative, CONSTRUCTION MANAGER shall assist CITY and CONSULTANT in making one or more presentations of design concepts, cost studies, site evaluation, and other data developed in relation to the Project.

II. SCHEDULING

- a. The CONSTRUCTION MANAGER shall develop a Detailed Project Schedule reflecting the design and construction of the overall project, from planning and design approvals and permitting requirements, to

construction, including substantial completion and final completion of the Project.

- b. The CONSTRUCTION MANAGER shall utilize the completed Detailed Project Schedule to develop a Project Control Schedule, which shall be presented in a bar chart. The purpose of the Project Control Schedule is to summarize the information contained in the Detailed Project Schedule in order to provide the project team with a management tool and an overall project visual aid to easily determine the schedule and status of the project.
- c. CONSTRUCTION MANAGER shall periodically update on a monthly basis both the Detailed Project Schedule and the Project Control Schedule throughout the term of the preconstruction and construction phases of the project as part of the CONSTRUCTION MANAGER's management activity.
- d. CONSTRUCTION MANAGER shall submit hard copies and electronic copies of all detailed project schedules and project control schedules.
- e. CONSTRUCTION MANAGER shall provide recommendations with regard to accelerated or fast-tracking scheduling, procurement, or phased construction. CONSTRUCTION MANAGER shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

III. CONSTRUCTABILITY REVIEW

- a. The CONSTRUCTION MANAGER shall review and evaluate Design Development documents and provide written constructability analyses of the Project, including items to be addressed with CONSULTANT such as accessibility, construction methods, assembly, installation, materials handling, expandability, phasing, and other Construction Phase-related activities. The analysis of constructability issues shall be performed on an ongoing basis during the Design Phase.
- b. The CONSTRUCTION MANAGER's review of the Design Development documents shall include the following:
 - i. Attending workshop meetings with the CONSULTANT and the CITY's Representative to review proposed changes and recommending the changes, which are to be implemented for the Project.

- ii. Implement, in consultation with the CONSULTANT and CITY, a system to minimize and control design modifications. The system shall document modifications and the reason for the modifications.
- iii. Conducting reviews by preparing a "mark-up" set of documents and a list of comments corresponding to the "mark-up".
- iv. If CITY directs CONSULTANT to modify any design or construction documents, CONSTRUCTION MANAGER shall consult with CITY's Representative regarding the impact of such modifications on the then current Project cost estimate and the Project schedules and suggest means and methods of minimizing any adverse impact of such modifications.

IV. COST ESTIMATING AND MONITORING PROJECT COSTS

- a. First Construction Cost Estimate. Within thirty (30) days after the CONSULTANT's completion of the thirty percent (30%) design (Schematic Design), CONSTRUCTION MANAGER shall prepare the first estimate (the "Construction Cost Estimate") of the cost of constructing the Project in accordance with the requirements of the Preliminary Design and shall provide same to CITY's Representative. The estimates shall be quantified and unit prices will be applied. The estimates shall include a recommended contingency for each element of the Work. The purpose of the Construction Cost Estimate is to verify the CITY's ability to complete the project within the established construction budget. The cost information derived from this estimate shall directly relate to the CONSTRUCTION MANAGER's recommendations in the Constructability and Value Engineers Report relative to ways to reduce and/or control costs.
- b. Second Construction Cost Estimate. CONSTRUCTION MANAGER shall prepare a second Construction Cost Estimate on or before the sixty percent (60%) design stage. Based on the results of this estimate, the CONSTRUCTION MANAGER shall advise as to whether or not the design is on track with the first cost estimate and advise whether or not the scope of the project needs to be changed to be able to complete the project within the established budget.
- c. Third Construction Cost Estimate. CONSTRUCTION MANAGER shall prepare a third and final Construction Cost Estimate at the 90% design level and shall be used as the basis for negotiating the Guaranteed Maximum Price (GMP) for the project and the basis for monitoring status of the project throughout the construction phase. The CONSTRUCTION

MANAGER shall provide the CITY with all supporting documentation for review, discussion, and approval.

- i. If, prior to the establishment of the GMP, the lowest responsive bid for construction or supply of an element of the Work exceeds the sum indicated in the Construction Cost Estimate for that element of Work, then CONSTRUCTION MANAGER, in cooperation with CITY as required, shall negotiate with the bidder to lower the bid to an amount acceptable to CITY. If the negotiations with the bidder are unsuccessful in lowering the bid to an amount acceptable to the CITY, CONSTRUCTION MANAGER shall perform further Value Engineering for that element of the Work. CITY may modify the Design for Construction in order to bring such bid within a range acceptable to CITY, and CONSTRUCTION MANAGER shall assist in implementing any measures decided upon CITY to achieve such savings.

- d. Monitoring Construction Costs and Comparisons to Estimates. Throughout the duration of the Project, CONSTRUCTION MANAGER shall regularly review and study the anticipated costs of constructing the Project and shall compare them to the Construction Cost Estimate and, once established, to the GMP.
- e. Cash Flow Forecasts. CONSTRUCTION MANAGER shall analyze the Design for Construction, schedule of values submitted by the Subcontractors, and the Construction Schedule and shall prepare a written forecast of projected monthly payments through Substantial Completion of the Project.

V. VALUE ENGINEERING

- a. CONSTRUCTION MANAGER shall perform Value Engineering studies and propose to the CITY design, construction and systems alternatives for reducing the cost of the Project, or elements thereof. CONSTRUCTION MANAGER shall provide CITY with a written report that includes an estimate of the cost of, and the savings that will result from, implementing such Value Engineering alternatives.
- b. CONSTRUCTION MANAGER shall implement any Value Engineering alternatives approved by CITY and the GMP shall be adjusted to reflect the savings to be achieved by implementing such Value Engineering alternatives.

VI. GUARANTEED MAXIMUM PRICE

- a. Within thirty (30) days after completion of the ninety percent (90%) design, CONSTRUCTION MANAGER shall submit to the CITY a proposed GMP. If and when approved by CITY, the proposed GMP shall become the GMP for the Project. The GMP shall also include a contingency.
- b. CONSTRUCTION MANAGER shall prepare and present to CITY's Representative a proposed schedule of values allocating the actual cost of the Work (which shall include all Subcontract Costs and Reimbursable Expenses to be incurred during the Construction Phase) among the different elements of the Work. The Construction Phase Fee and any contingencies shall be shown as separate items. CONSTRUCTION MANAGER's schedule of values shall be prepared in such form, with such detail, and supported by such data as the CONSULTANT or the CITY's Representative may require to substantiate its accuracy. CONSTRUCTION MANAGER SHALL NOT FRONT-END LOAD ITS SCHEDULE OF VALUES BY IMBALANCING IT OR BY INCREASING ANY ELEMENT THEREOF IN EXCESS OF ACTUAL COST, AND SUCH ACTS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

VII. PREQUALIFICATION OF SUBCONTRACTORS

- a. Bidding and Contract Award. CONSTRUCTION MANAGER shall provide all necessary Services related to the bidding of Subcontracts for the construction of the Project, including: (1) preparing lists of prospective bidders; (2) preparing appropriate bid documents, including proposed forms of contract and purchase orders; (3) establishing bid schedules; (4) advertising for bids and developing bidder interest; (5) furnishing information concerning the Project to prospective bidders; (6) conducting pre-bid conferences; (7) receiving and analyzing bids and making recommendations to CITY regarding bid awards; (8) investigating the acceptability and responsibility of sub-subcontractors or suppliers proposed by any Subcontractor and advising CITY of such evaluations; (9) negotiating with Subcontractors concerning any matter related to the Project; and (10) such other services required by CITY with respect to the bidding process.

- b. Approval of Subcontractors. CONSTRUCTION MANAGER shall not subcontract for any part of the Services or Work with any Subcontractor or consultant (including affiliates and subsidiaries of CONSTRUCTION MANAGER) who is not properly licensed or against whom CITY has a reasonable objection. CONSTRUCTION MANAGER shall provide CITY's Representative with such written information as CITY deems necessary in order to determine whether to object to the CONSTRUCTION MANAGER's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the CITY within ten (10) days of its receipt of such information, CITY shall be deemed to have no such objection and CONSTRUCTION MANAGER may execute such Subcontract and shall furnish CITY a copy of same.
- c. Other Bid Requirements. CONSTRUCTION MANAGER shall provide copies of all bids to CITY's Representative. If CITY's Representative should so direct, CONSTRUCTION MANAGER shall require bidders to submit their bids directly to CITY who shall then open and forward copies of such bids to CONSTRUCTION MANAGER.
- d. Availability of Project-Related Records to CITY. All records relating directly or indirectly to the Project which are in possession or control of CONSTRUCTION MANAGER shall be made available to CITY, its designee, and any governmental authority for audit, inspection, and copying upon request of CITY's Representative. Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, correspondence, memoranda, tape or video recordings, or other writings or things which document the Project design.

EXHIBIT "B"

TO FOLLOW

Job Title	Rate	Fringes	COLA	Cell			Vehicle			OH&P	Total hourly
				\$400.00	\$325.00	\$225.00	\$1,000.00	\$825.00	\$650.00		
				per mo.	per mo.	per mo.	per mo.	per mo.	per mo.		
SVP Preconstruction	\$ -	\$ -	\$ -	\$ 231	\$ 1.88	\$ 1.30	\$ 5.78	\$ 4.77	\$ 3.76	\$ -	\$ 8.09
VP - Preconstruction	\$ 95.00	\$ 131.10	\$ 135.96	\$ 231	\$ -	\$ -	\$ 5.78	\$ -	\$ -	\$ 14.35	\$ 157.80
Preconstruction Director	\$ 68.81	\$ 92.20	\$ 95.19	\$ 231	\$ -	\$ -	\$ 5.78	\$ -	\$ -	\$ 10.33	\$ 113.61
Sr. Estimator	\$ 42.44	\$ 58.57	\$ 60.47	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.28	\$ 68.06
Sr. Estimator	\$ -	\$ -	\$ -	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.23	\$ 2.54
Sr. Estimator	\$ -	\$ -	\$ -	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.23	\$ 2.54
Sr. Estimator	\$ -	\$ -	\$ -	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.23	\$ 2.54
Mechanical Director	\$ 40.00	\$ 55.20	\$ 56.99	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.93	\$ 65.23
Electrical Director	\$ 70.25	\$ 96.95	\$ 100.10	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.24	\$ 112.85
Precon Admin. Assistant	\$ 60.17	\$ 83.03	\$ 85.73	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.80	\$ 96.85
Teresa Morales	\$ 26.57	\$ 36.87	\$ 37.96	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.02	\$ 44.19
General Manager	\$ 121.45	\$ 167.60	\$ 173.05	\$ 231	\$ -	\$ -	\$ 5.78	\$ -	\$ -	\$ 18.11	\$ 199.25
Account Manager	\$ 121.45	\$ 167.60	\$ 173.05	\$ 231	\$ -	\$ -	\$ 5.78	\$ -	\$ -	\$ 18.11	\$ 199.25
Project Executive	\$ 100.00	\$ 138.00	\$ 142.49	\$ 231	\$ -	\$ -	\$ 5.78	\$ -	\$ -	\$ 15.06	\$ 165.63
Sr. Project Manager	\$ 59.28	\$ 81.81	\$ 84.47	\$ 231	\$ -	\$ -	\$ -	\$ 4.77	\$ -	\$ 9.15	\$ 100.70
Project Manager	\$ 43.80	\$ 60.17	\$ 62.12	\$ 231	\$ -	\$ -	\$ -	\$ 4.77	\$ -	\$ 6.92	\$ 76.12
MEP Project Manager	\$ 74.52	\$ 102.84	\$ 106.18	\$ 231	\$ -	\$ -	\$ 5.78	\$ -	\$ -	\$ 11.49	\$ 125.70
Asst. Project Manager	\$ 38.46	\$ 53.08	\$ 54.80	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.09	\$ 66.96
Sr. Project Engineer (MEP)	\$ 33.85	\$ 46.44	\$ 47.95	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.03	\$ 55.28
Project Engineer	\$ 30.00	\$ 41.40	\$ 42.75	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.51	\$ 49.56
Sr. Project Manager	\$ 38.46	\$ 53.08	\$ 54.80	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.09	\$ 66.96
Asst. Project Manager	\$ 76.32	\$ 105.32	\$ 108.74	\$ 231	\$ -	\$ -	\$ 5.78	\$ -	\$ -	\$ 11.68	\$ 128.52
General Supt.	\$ 40.11	\$ 55.36	\$ 57.16	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.76	\$ 60.55
Supt.	\$ 35.60	\$ 49.13	\$ 50.72	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.76	\$ 60.55
Assistant Supt. / MEP Supt.	\$ 35.00	\$ 48.50	\$ 49.87	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.30	\$ 58.34
Field Accountant / IT	\$ 47.24	\$ 65.19	\$ 67.31	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.22	\$ 57.40
Scheduler Manager	\$ 50.02	\$ 69.03	\$ 71.27	\$ 231	\$ -	\$ -	\$ -	\$ 4.77	\$ -	\$ 7.44	\$ 81.83
BIM / VDC	\$ 51.02	\$ 70.41	\$ 72.70	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.36	\$ 80.94
Project Controls Coordinator	\$ 31.77	\$ 43.84	\$ 45.27	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.50	\$ 82.51
Project Controls Administrator	\$ 40.00	\$ 55.20	\$ 56.99	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.76	\$ 52.34
PreQual / HUB Coordinator	\$ 53.81	\$ 74.26	\$ 76.67	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.93	\$ 65.23
Procurement Manager	\$ 40.00	\$ 55.20	\$ 56.99	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.27	\$ 91.02
LEED Professional	\$ 50.00	\$ 69.00	\$ 71.24	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.93	\$ 65.23
Safety	\$ 57.91	\$ 79.92	\$ 82.52	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.36	\$ 80.91
Specialty Consultant	\$ 120.00	\$ 165.60	\$ 170.98	\$ 231	\$ -	\$ -	\$ -	\$ 4.77	\$ -	\$ 8.96	\$ 98.56
Admin. Assistant	\$ 20.00	\$ 27.60	\$ 28.50	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17.10	\$ 186.08
Web Site Manager	\$ 20.00	\$ 27.60	\$ 28.50	\$ 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.08	\$ 33.89
Management Committee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.08	\$ 33.89
Management Committee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Committee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Review Team	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Review Team	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Review Team	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

