



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

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Bob Janes
District One

November 5, 2003
SOLICITATION NO.: RFQ-03-03

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District Two

Ray Judah
District Three

Mr. Doug Cox
Jacobs Construction Services, Inc.
18302 Highwoods Preserve Parkway
Highwoods Plaza Suite 200
Tampa, FL 33647

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

SUBJECT: CONSTRUCTION MANAGEMENT FOR SANIBEL BRIDGE & TOLL
PLAZA RECONSTRUCTION ALONG WITH CAPE CORAL TOLL
PLAZA

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

ENCLOSURE: Executed Copy of Construction Manager Agreement

Dear Mr. Cox :

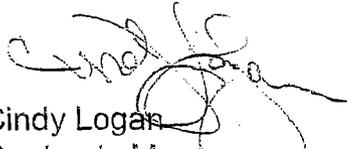
Enclosed please find your executed copy of the Construction Manager Agreement for the project known as "Construction Management for Sanibel Bridge & Toll Plaza Reconstruction Along with Cape Coral Toll Plaza."

The contract number for this project is 2632. This contract number will also serve as your Purchase Order Number for this project and **must** be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,

CONTRACTS MANAGEMENT


Cindy Logan
Contracts Manager

c: Paul Wingard, DOT, Project Manager
Internal Services Fiscal



LEE COUNTY
SOUTHWEST FLORIDA

SOLICITATION NO.: RFQ-03-03

CONTRACT NO.: 2632

**CONSTRUCTION MANAGER
AGREEMENT**

Between

THE BOARD OF COUNTY COMMISSIONERS

LEE COUNTY, FLORIDA

and

**JACOBS CONSTRUCTION
SERVICES, INC.**

for the project known as

**Sanibel Bridge & Toll Plaza Reconstruction
Along with Cape Coral Toll Plaza**

DATED: October 7, 2003

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this 7th day of October, 2003, by and between **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter, "Owner," and **JACOBS CONSTRUCTION SERVICES, INC.**, a Delaware corporation, and licensed to conduct business in the State of Florida, hereinafter, "CM."

W I T N E S S E T H:

WHEREAS, on or about February 26, 2003, the Owner issued its Solicitation No. RFQ-03-03 for construction management services for the Sanibel Bridge & Toll Plaza Reconstruction and Cape Coral Toll Plaza Reconstruction; and

WHEREAS, the CM has timely submitted a proposal in response to the Owner's Request for Proposal, whereby the CM has offered to provide construction management services in accordance with the request contained in Owner's Request for Proposal; and

WHEREAS, on April 15, 2003, the Owner selected and designated Jacobs Construction Services, Inc. to be the CM for the Project, subject to the negotiation, preparation, approval and execution of a definitive agreement between Owner and CM; and

WHEREAS, the Owner and CM are desirous of entering into such a definitive agreement pursuant to which CM will provide construction management services, all as more fully set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1.

EXTENT OF AGREEMENT; DEFINITIONS

1.01 Agreement. The CM accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The CM covenants with the Owner to furnish its skill and judgment as a construction manager and general contractor with specific expertise in the planning and construction of the Project and to cooperate with the Owner and the Owner's representatives, including specifically the Project Architect-Engineer (hereinafter referred to as "AE"), in furthering the interests of the Owner. The CM agrees to furnish efficient business administration and superintendence and use

its best efforts to complete the Project in an expeditious and economical manner, consistent with the interests of the Owner. The CM agrees to provide the services required by this Agreement to complete such services consistent with the Owner's reasonable direction, the approved program, and the terms of this Agreement, in accordance with a standard of care which is ordinarily exercised by other construction managers in similar circumstances.

1.02 Construction Team. The CM, Owner and AE shall be called the "Construction Team" and shall work together as a team from full execution of this Agreement through construction completion. The CM and AE shall work jointly during the preconstruction design phase and through final construction completion and shall be available thereafter should additional services be required. The CM shall provide leadership to the Construction Team on all matters relating to construction. The CM understands, acknowledges and agrees that the AE shall provide leadership to the Construction Team on all matters relating to design and engineering.

1.03 Extent of Agreement. This agreement for Construction Management Services for the Project represents the entire agreement between the Owner and the CM and supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CM. This Agreement is intended to be consistent with and implement the approved program for the Project as set forth and further defined in that certain agreement between Owner and AE dated 3/11/03 and 3/18/03.

1.04 Definitions. As used in this Agreement, the words and phrases described in Exhibit A attached hereto and incorporated herein, shall have the meanings as set forth in that Exhibit A.

1.05 Supplemental Agreements. The construction of the Project shall be undertaken in separate discreet Phases, as further described in Exhibit A. As the design effort and preconstruction planning develop to a stage when construction of a Phase may commence, the Owner and CM shall sign a Supplemental Agreement, which shall authorize and govern all work of that Phase. A sample form of Supplemental Agreement is included in Exhibit E, attached hereto and incorporated herein, but the sample form may be modified to meet any needs which are peculiar to a Phase, as may be agreed by the parties. All work performed under a Supplemental Agreement shall be governed by the terms of this Agreement, since the purpose of a Supplemental Agreement is to authorize the CM to

commence work on a particular Phase and to supply supplemental terms which shall govern that Phase.

1.06 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "herein- before," and "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 2.

PURPOSE; PROPOSAL; SCHEDULE

2.01 Purpose. The purpose of this Agreement is to provide for the provision of Construction Management Services for the Project by the CM and construction of the Project by the CM through its Subcontractors, in accordance with the Project Plans and Specifications. The Project is as established by the Owner and AE in those certain documents entitled Schematic and Conceptual Cost Analysis dated ** ("Schematic Design"). The further purpose of this Agreement is to define and delineate the responsibilities and obligations of the parties to this Agreement and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of this Agreement.

2.02 Response to Request for Proposal. CM's Response to the Request for Proposal for Construction Management Services submitted by CM to Owner is hereby found to be consistent with and in conformance with the provisions of Owner's Request for Solicitation No. RFQ-03-03, and is in the best interests of the citizens of Lee County, Florida. It is the intent of the parties that the CM's Response to the Request for Proposal for Construction Management Services be implemented pursuant to this Agreement, and, therefore, such Response is hereby merged into and is effectuated by this Agreement.

2.03 Project Schedule. The development and equipping of the Project, including the responsibilities of the Owner and AE, shall be undertaken and completed in accordance with the Project Schedule. The construction services portion of the Project Schedule may be amended, revised and supplemented, and may thereafter be revised from time to time by and in the reasonable good faith discretion of the CM and AE, which revision shall be

effective upon receipt by the Owner of a written notice of revision, provided, however, that absent an event of Force Majeure or a revision to the Project Schedule authorized by the execution of a Change Order, no revision to the Project Schedule which extends the preconstruction phase or any Phase Substantial Completion Date shall be effective without the prior written approval of the Owner.

2.04 Project Budget. The Owner shall provide CM and AE with a written Project Budget. The Schematic Design contemplates a Project with a construction budget not to exceed \$60,000,000.00 which budget excludes previously agreed to AE fees.

ARTICLE 3. COMPENSATION

3.01 CM'S Compensation. The Owner agrees to pay to the CM as compensation for its services and work provided for hereunder as follows:

(1) Preconstruction Services. For preconstruction services only during the design phase, CM shall be paid its actual labor costs times a professional services multiplier of 2.65 plus travel reimbursement pursuant to Florida Statutes and reimbursement of miscellaneous office expenses, subject to a not-to-exceed limit of \$826,528.00. This compensation for preconstruction services will be invoiced monthly and paid by the Owner on a net 21 day basis, in accordance with Section 6.03.

(2) Construction Management Services. For construction management and construction services and work during the construction phase, the CM shall be paid the sum of a CM fee of 6% of the Total GMP, plus reimbursable Project Costs as provided for in Exhibit B. Such amounts shall be payable as follows:

(a) Phase CM Fee. The Supplemental Agreement, which is signed for a Phase shall establish the Phase GMP. The percentage fee in Paragraph 3.01(2) shall be applied to the Phase GMP and expressed in the Supplemental Agreement as a dollar amount (the "Phase CM Fee"). The Phase CM Fee shall be paid in equal monthly installments determined by dividing it by the number of months in the Phase Schedule, and the first payment shall be due on the first day of the month following the signing of the Supplemental Agreement. The compensation set forth in this Subparagraph is designed to pay CM for its services rendered in connection with the construction of the Phase. If at any time during the construction it can reasonably

be concluded that CM's services are not being provided in accordance with the Phase Schedule of construction services, CM shall be paid the Phase CM Fee based upon a percentage of the services performed during the prior month. In the event that Phase Substantial Completion occurs prior to the scheduled date for Phase Substantial Completion as set forth in the Phase Schedule, the entire remaining balance due under the terms of this Subparagraph (a) shall be due and payable on the Punch List Completion Date.

(b) Reimbursable Project Costs. Based on application for payment for the actual cost of work completed, submitted monthly, itemized to correspond to the basis of compensation as set forth in Exhibit B and Section 6.03, including supportive documentation. Monthly invoices will be paid by the Owner on a net 21 day basis, in accordance with Section 6.03.

(3) Construction Inspection Services. For the construction inspection services as described in Exhibit D, CM shall be paid its actual labor cost times a professional services field multiplier of 2.40 plus travel reimbursement pursuant to Florida Statutes and reimbursement of miscellaneous office expenses subject to a not-to-exceed limit which will be established in each Supplemental Agreement. This compensation for construction inspection services will be invoiced monthly and paid by the Owner on a net 21 day basis, in accordance with Section 6.03.

3.02 Changes in the Project; Additional Fee. If the Owner orders changes in the work and a Phase GMP is increased by Owner, the CM shall be entitled to receive additional fee equal to 6% of the amount of such increase. Provided, however, that no additional CM fee shall be due CM on the first 2% of increase in any one Phase GMP calculated in the aggregate. Payment of CM's additional fee shall be made in equal monthly installments calculated by dividing 6% of the Phase GMP increase, as established by CM and approved by Owner in writing, by the months remaining in the Phase Schedule. As an incentive for the CM to diligently pursue cost reducing alternatives, no reduction will occur in a Phase CM Fee below the amount established in a Supplementary Agreement as a result of project cost savings, including those resulting from recommendations of the CM.

3.03 Period of Construction; Additional Fee. In conjunction with the establishment of each Phase GMP, the Owner, AE and CM shall jointly establish the period of construction or Phase Schedule for that Phase of the Project, which shall identify the number of calendar days to Substantial Completion and the number of calendar days to Final Completion of that Phase. In the

event that the Phase Schedule is extended by agreement of Owner and CM due to changes in the Phase requested by Owner, CM shall be entitled to additional CM fee, at the monthly and daily rates set forth in the Supplemental Agreement, without duplicating any portion of a fee increase as calculated in Section 3.02 for additional work which may have extended the Phase Schedule.

3.04 Project Costs. Project Costs shall mean all costs incurred by the Owner from Direct Material Purchases and all costs incurred by CM in planning, constructing and equipping the Project, in accordance with the Project Plans and Specifications all of which Project Costs shall be paid by the Owner and all of which Project Costs shall be included within each Phase GMP established by CM and set forth in a Supplemental Agreement. Project Costs are more specifically described in Exhibit B.

(1) Direct Material Purchases. The Owner reserves the right to execute Direct Material Purchases for any and all materials provided to the Project. The CM shall review the design for the purpose of identifying major equipment and/or material purchases that may be advantageous for the Owner to purchase directly from suppliers as a cost saving measure. Once items have been identified and quantified by the CM, and approved by the Owner for direct purchase, the Owner will issue purchase orders and process payment for invoices approved by the CM.

(a) From the information developed and provided by the AE, the CM shall prepare and be responsible for all quantities, descriptions, guarantees, payment schedules, etc., and all other required information to be included in the Owner issued purchase order.

(b) Any State of Florida sales or use taxes imposed upon Direct Material Purchases, including any enforcement penalties, which the CM shall become obligated to pay shall be reimbursed as part of the Project Cost, but will not be included in, nor charged against, any Phase GMP.

3.05 Items and Expenses Included in CM's Compensation. Except as specifically set forth in Sections 3.01, 3.02, 3.03 and 3.04 above, CM's compensation includes full payment for services set forth in this Agreement, including but not limited to salaries or other compensation of CM's officers, partners and/or employees; general operating expenses incurred by CM and relating to this Project, including the cost of management, supervision and data processing staff, home office equipment and supplies, and other similar items as shown in Exhibit B, Part I,

and necessary for CM to perform its services hereunder, specifically excluding any items described on Exhibit B, Part II, attached hereto and incorporated herein, and including overhead and profit.

ARTICLE 4.

CONSTRUCTION MANAGER'S RESPONSIBILITIES AND SERVICES

4.01 Project Management Information System. Commencing immediately following execution of this Agreement by all parties, the CM shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as "PAIS." The reports, documents and data to be provided through PAIS shall represent an accurate assessment of the current status of each Phase of the Project which has been authorized through a Supplemental Agreement and of the work remaining to be accomplished on each Phase, and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the AE monthly and shall accompany each pay request. If requested by the Owner, the CM shall conduct a comprehensive workshop in Lee County, Florida, for participants designated by the Owner and such additional seminars as are required to provide instruction. The workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PAIS. The PAIS shall be described in terms of the following major subsystems:

(1) Narrative Reporting. The CM shall prepare written reports as described hereunder. All such reports shall be in 8 2" x 11" or other convenient format. Copies shall be maintained at the Project Site and transmitted to the Owner and the AE. A bound copy of the complete narrative report shall be submitted to the Owner at the conclusion of the Project. The narrative reporting subsystem shall include the following reports:

(a) A monthly executive summary which provides an overview of current and outstanding issues and pending decisions, primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by the Permitting Authority.

(b) A monthly cost narrative presenting the current estimate of Project Cost compared to Project Budget and

describing the current construction cost estimate for each Phase and status of the Project.

(c) A monthly scheduling narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various schedule components that comprise the Project Schedule, a description of the critical path, and the analysis as necessary to compare planned performance with actual performance.

(d) A monthly accounting narrative describing the current actual cost and payment status of the Project with supporting document. This report shall relate current encumbrances and expenditures to the budget allocations.

(e) A monthly construction progress report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations and plans for the succeeding month.

(f) A daily construction diary during the construction phase describing events and conditions on the Project site.

(2) Schedule Control. As soon as reasonably possible following execution of each Supplemental Agreement, but not later than thirty (30) days following full execution thereof, the CM shall prepare a Phase Schedule using the critical path method, establishing an overall schedule for design, permitting, preconstruction CM services, construction and Owner occupancy of the Project, subject to review of Owner and AE, and approval or rejection by Owner within thirty (30) days of delivery to Owner. The Phase Schedule shall include a scheduled Construction Commencement Date and Phase Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions. Each Phase Schedule will serve as the framework for the subsequent development of all detailed schedules. The Phase Schedule shall be produced and updated monthly throughout the Project. Within 30 days of Owner's acceptance of a Phase Schedule, AE shall provide CM a detailed schedule for design and engineering activities. In a manner consistent with the Phase Schedule the CM shall prepare and submit to the AE a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work

required to complete the Phase, showing the sequence in which the CM proposes for each such activity to occur as a necessary incident to performance of the work required to complete such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Construction Team will agree on the more detailed schedules that will be used to monitor the progress of each Phase.

The CM shall, monthly or at such earlier intervals as circumstances may require, update and/or revise the Phase Schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Owner and AE will provide CM with updates to the supporting detailed schedules as necessary for CM to update the Phase Schedule. Each such update and/or revision to the Phase Schedule shall be submitted to the Owner and AE in duplicate. The CM shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

(a) The CM shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other Subcontractors, and shall establish initial completion objectives keyed to the Phase Schedule.

(b) Upon the award of each subcontract, the CM shall jointly with the Subcontractor, develop a schedule which is more detailed than the original construction schedule included in the specifications, taking into account the work schedule of the other Subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

(c) The CM shall jointly develop with the AE and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final Owner occupancy.

(3) Work by Others. The Owner may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

The CM will afford the other contractors who are parties to such direct contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should another contractor or the Owner be involved in the relocation of facilities not a part of this Agreement, the CM will coordinate and cooperate with the applicable entity responsible for such work.

(4) Cost Control. The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment, systems and site elements so that construction will be completed at a cost which, together with all Project Costs, will not exceed the Project Budget. Based upon a quantitative material take-off (when sufficient plans are available) with current local costs for each bid group by subcontract package for each Phase, the CM shall provide its estimate of the total Project Costs for each Phase, detailed by line item budget within 30 days following receipt of the applicable documents at the following stages:

(a) Within 30 days following execution of this Agreement and receipt of the Schematic Design documents.

(b) At completion of 30% design of each phase of the Project.

(c) At completion of final design of each phase of the Project.

(d) At establishment of, or any approved change in, each Phase GMP.

(5) Project Accounting. The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the Project, including information relating to cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced and amounts payable. A schedule of values for each line item in the Project budget shall be integrated into the Project accounting contemplated by this paragraph. This subsystem will be produced and updated monthly and accompany each pay request. Project accounting includes the following reports which together will serve as a basic accounting tool and an audit trail:

(a) The budget, estimate and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

(b) The value in place (both current and cumulative), the amount invoiced (both current and cumulative) and the balance remaining.

(c) The complete activity history of each item in the project accounting structure. It shall include the budget, estimate, and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

(d) A cash flow diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

4.02 Design Review and Recommendations and Warranty

(1) Review and Recommendations. Immediately upon full execution of this Agreement, CM shall familiarize itself thoroughly with the available project documentation being developed by the AE for the Project. CM shall follow and/or otherwise review, as appropriate, the development of the design for the Project as it is completed by the AE. The CM shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives (i.e., value engineering and life cycle cost analysis) including assistance

to the AE and Owner in evaluating alternative comparisons versus long-term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the Project. The CM shall furnish pertinent information as to the availability of materials and labor that will be required. The CM shall submit to the Owner, Permitting Authority and AE such comments as may be appropriate concerning construction feasibility and practicality (i.e., constructability analysis). The CM shall call to the Owner's and the AE's attention any apparent defects in the design, drawings and specifications or other documents.

(2) Review Reports. Within thirty (30) days after receiving the design documents at 30%, 60%, 90% and 100% design respectively, for each Phase of the Project, the CM shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph (1) above. Within the same 30-day period, the CM shall submit to the Owner and the AE a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as the CM may deem appropriate, and all actions taken by the AE with respect to same, any comments the CM may deem to be appropriate with respect to separating the work into separate contracts, and alternative materials. Prior to establishment of each Phase GMP, the AE shall provide to Owner Project Plans and Specifications that are practical, feasible and constructable and that the construction of the improvements identified and described in the Project Plans and Specifications may be accomplished within the time frame identified and described in each Phase Schedule.

(3) Long Lead Procurement. The CM shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the CM shall notify the subcontractors, Owner and the AE of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the AE has completed drawings and technical specifications and applicable permitting approvals have been obtained, the CM shall prepare invitations for bids. Copies shall be supplied to Owner in advance of the invitation to bid for Owner's information and comment. The CM shall keep itself informed of the progress of the respective Subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and AE of any problems or prospective delay in delivery.

(4) Separate Contracts Planning. The CM shall review the design and shall determine how it desires to divide the sequence of construction activities, and will determine the breakdown and composition of bid packages for award, based on the current schedule while the design is being completed and shall supply a copy for Owner for its review and approval. The CM shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, accesses and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The CM will supply the Owner a copy of the schedule for the Owner's information and comment. The CM will work in conjunction with the Owner's representatives, including the AE, to ensure that the bid list includes local, small and/or minority businesses.

(5) Interfacing.

(a) The CM shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its scheduling for start and completion and its relationship to other separate Subcontractors.

(b) Without assuming any design responsibilities or liabilities for the AE, the CM shall include in the reports comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the AE may arrange for necessary corrections.

(6) Job-Site Facilities. The CM shall arrange for all job-site facilities required and necessary to enable the CM and AE to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job, the description of which shall be finalized prior to the establishment of the Phase GMP for the initial Phase of the Project.

(7) Weather Protection. The CM shall ascertain what temporary enclosures of building areas, if any, should be provided for and may be provided in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The CM shall also be responsible for providing weather protection required for work in progress and for materials stored on site.

(8) Market Analysis and Stimulation of Subcontractor Interest. The purpose of this Paragraph is to insure that the CM makes a genuine effort to stimulate interest in the Project and maximize participation of potential qualified Subcontractors in the selection process with emphasis placed on recruiting and using local, small and/or minority businesses. The CM shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; and make analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential Subcontractors and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into Subcontractor packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the schedule time.

4.03 Establishment of Guaranteed Maximum Price for Construction. Within 30 days of being provided with final Project Plans and Specifications for each Phase (but prior to entering into any subcontracts) or at such time thereafter designated by the Owner, the CM will establish and submit in writing to the Owner for its approval a Guaranteed Maximum Price for that Phase (the Phase GMP), guaranteeing the maximum Project Cost to the Owner, for the construction of the work covered by the final Project Plans and Specifications that are applicable to the Phase. It is acknowledged that the final Project Plans and Specifications may be issued in various packages to facilitate the completion of the Project. The Phase GMP shall only be subject to modification for changes in the work or as otherwise specifically provided for in this Agreement. However, the Project Cost paid by the Owner for a Phase shall either be: (1) the actual Project Cost in performing the Phase, or (2) the Phase GMP, whichever is the lesser when the work on the Phase is finally complete. Owner may request and will be provided by CM copies of documents relating to the development of project cost and Phase GMP.

(1) All amounts of monies resulting from actual Project Costs, as described above, totaling less than the Phase GMP shall be and accrue to the benefit of the Owner; provided however, any contingency amounts which are neither returned to Owner, pursuant to the contingency reversion schedule contemplated in Paragraph 4.03(4), nor expended by CM, may be added to any other Phase GMP, to the extent legally allowed.

(2) The Phase GMP will include only those applicable taxes in the Project Cost which are legally enacted at the time the Phase GMP is established. Should any applicable taxes be enacted after the date a Supplemental Agreement is signed, than the Phase GMP shall be increased by the same amount.

(3) At the time of submission of a Phase GMP, the CM will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the CM's Phase GMP. The Phase GMP will include an agreed-upon sum as the CM's construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The CM will be required to furnish documentation evidencing proposed expenditures to this contingency prior to written authorization for the release of funds by the Owner. Actual and contemplated expenditures from the contingency shall be displayed monthly in the PAIS. If bids are received below the applicable line items in the Phase GMP, the surplus will be added to the contingency.

(4) In conjunction with the establishment of the Phase GMP for each Supplemental Agreement, the Owner and CM shall mutually agree upon a contingency reversion schedule that identifies how contingency amounts (in excess of stipulated thresholds) will be calculated upon the completion of major milestones of the work of that Phase of the Project. The intention of such contingency reversion schedule is to correlate the remaining contingency needs of the CM with the risks remaining in the work to be completed on each Phase.

(5) If any bid package consistent with the Project Plans and Specifications for which the lowest price submitted by a subcontractor is in excess of the amount allocated by the CM for such bid package (unless Owner through change order changes the Scope of Work and the Phase GMP), one of the following may occur: (1) CM may negotiate the price of the bid package starting with the lowest responsible bidder, or (2) at the CM's request and expense, and at the Owner's sole option, Owner may require the AE to make certain changes in the Project Plans and Specifications as are necessary to bring that particular package

into line, consistent with Owner's program and the Project's financial feasibility, or (3) with the approval of the Owner, funds may be reallocated from the construction contingency within the Phase GMP to pay the difference between the low bid price and the amount allocated for the bid package, but in no case shall such approval serve to increase the Phase GMP of the Phase.

4.04 Performance Bond and Labor and Material Payment Bond. Prior to the Construction Commencement Date of each Phase of the Project, the CM shall obtain for the benefit of and directed to the Owner, a labor and material payment and performance bond covering that Phase (and all previously authorized Phases) of the Project, satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CM of its obligations under this Agreement, including but not limited to, the construction of the Project on the Project Site, and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers and materialmen (the "Payment and Performance Bond"). The surety selected by the CM to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld. The CM shall maintain the Payment and Performance Bond in full force and effect for twelve (12) months following the Project Final Completion Date.

4.05 Construction Phase; Building Permit; Code Inspection.

(1) Building Permit. The Owner shall pay for all permits. The Owner and AE shall be required to provide such information to the Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The CM (through its appropriate subcontractor) shall obtain the Building Permit, and shall be responsible for delivering and posting the Building Permit at the Project Site prior to the commencement of construction. The Owner and AE shall fully cooperate with the CM when and where necessary.

(2) Code Inspections. All projects require detailed code compliance inspection during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building. The CM shall notify the appropriate inspector(s) and the AE's representative, no less than 24 hours in advance, that the work is ready for inspection and before the work is covered up. All inspection shall be made for conformance with the

applicable ordinances and building codes. Costs for all reinspections of work found defective and subsequently repaired shall be borne by the Subcontractor responsible for the defective work.

(3) CM's Staff. The CM shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the CM to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the CM shall provide no less than those personnel during the respective phases of construction. The CM and Owner will agree upon the CM's Key Personnel and the CM shall not change any of those Key Personnel unless mutually agreed to by the Owner and CM. In such case, the Owner shall have the right to approval of the qualifications of the replacement personnel. The Owner shall have the right to request to replace the staff at the project site at any time during the construction.

(4) Lines of Authority. The CM shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority, the Subcontractors, and the AE to provide general direction of the work and progress of the various Phases and Subcontractors. The Owner and AE may attend meetings between the CM and his Subcontractors.

(5) Schedule Provision - Construction Phase. The CM shall continue to provide current scheduling information and provide direction and coordination regarding beginning and finishing dates, responsibilities for performance and the relationships of the CM's work to the work of its Subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the Phase Schedules and the overall Project Schedule. Each Phase Schedule shall include all phases of procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The CM shall advise the Owner, its representatives, and the AE of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The CM shall hold job-site meetings at least biweekly with the Construction Team and at least once each week with the Subcontractors and the AE's field representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work

with all Subcontractors. The CM shall prepare and maintain a record of such meetings and distribute copies as necessary.

(6) Solicitation of Subcontracts.

The Owner intends for the CM to bid all portions of this Project.

(a) The CM shall prepare all non-technical documents for bidding procurement of long lead items, materials and services, and for Subcontractor contracts. The prequalification, solicitation and award process shall be consistent with the requirements of Article 6 hereof.

(b) As part of such bid preparation and without assuming any of the AE's responsibilities or liabilities for design, the CM shall review the specifications and drawings prepared by the AE. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the CM shall be brought to the attention of the Owner and AE in written form.

(c) The CM shall, unless waived by Owner, conduct conferences with all prospective Subcontractors, for the purpose of reviewing and approving awards. Invited will be the AE, Owner and Owner's representatives. In the event questions are raised which require an interpretation of the documents or otherwise indicate a need for clarification or correction, the CM shall transmit these to the AE and upon receiving clarification or correction in writing shall prepare an addendum to the document and issue same to all of the prospective Subcontractors.

(d) Selection and award of subcontracts shall be consistent with Article 6 hereof.

(7) Quality Assurance/Quality Control. The CM shall develop and maintain a program acceptable to the Owner and AE to assure quality control of the construction. The CM shall be responsible for and supervise the work of all Subcontractors, providing instructions to each when their work does not conform to the requirements of the Project Plans and Specifications and the CM shall continue to coordinate the work of each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should a disagreement occur between the CM and the AE over the acceptability of the work, the Owner, at its sole discretion and

in addition to any other remedies provided herein, shall have the right to determine acceptability.

(8) Subcontractor. The CM shall solely supervise the Subcontractors. The CM shall negotiate all change orders and field orders with all affected Subcontractors and shall review the costs and advise the Owner and AE of their validity and reasonableness, acting in the Owner's best interest. Before any work is begun on any change order which is to be funded through contingency, approval for use of contingency funds must be secured from Owner and a written authorization from the Owner must be issued. However, when there is an imminent threat to health and safety, and Owner's concurrence is impractical, the CM shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The CM shall also carefully review all shop drawings and then forward the same to the AE and Owner for review and actions. The AE will transmit them back to the CM who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The CM shall maintain a suspense control system to promote expeditious handling. The CM shall request the AE to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The CM shall inform the AE which shop drawings or requests for clarification have the greatest urgency and need to be responded to first. The purpose shall be to enable the AE to prioritize requests coming from the CM. The AE shall timely respond. The CM shall advise the Owner and AE when timely response is not occurring on any of the above.

(9) Job Site Requirements.

(a) The CM shall provide each of the following activities as a part of its services hereunder:

(i) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

(ii) Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

(iii) Establish and enforce job rules governing parking, clean-up, use of facilities and work discipline.

(iv) Provide labor relationships management and equal opportunity employment for a harmonious productive project.

(v) Provide and administer a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with best acceptable practice.

(vi) Provide quality assurance/quality control program.

(vii) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces.

(viii) Provide for travel to and from its home office to the Project Site and to those other places within Lee County as required by the Project.

(b) The CM shall provide personnel and equipment or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:

(i) Distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

(ii) The supply of office space and office facilities at a job site for use by Owner's Project Coordinator, other Owner representatives, and representatives of the Permitting Authority, all in accord with instructions of Owner's Project Coordinator conveyed to CM before the Phase GMP is established.

(10) Job Site Administration. The CM shall provide as part of its services, job site administrative functions during construction to assure proper documentation, including but not limited to the following:

(a) Job Meetings. Hold progress and coordination meetings to provide for a timely completed Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testings, labor allocation, etc. Review and implement revisions to Phase Schedules and the

Project Schedule. Monitor and promote safety requirements. The CM shall use the job site meetings as a tool for (i) preplanning of work and enforcing schedules and for establishing procedures, responsibilities and identification of authority for all to clearly understand; (ii) identify party or parties responsible for follow up on any problems, delay items or questions, and (iii) record course for solution. The CM shall visit each pending item at each subsequent meeting until resolution is achieved and shall require all present to make known any problems or delaying event known to those present for appropriate attention and resolution.

(b) Material and Equipment Expediting. Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all Subcontractors and maintain a material and equipment expediting log.

(c) Payments to Subcontractors. Develop and implement a procedure for review, processing and payment of applications by Subcontractors for progress and final payments.

(d) Document Interpretation. Refer all questions for interpretation of the documents prepared by the AE to the AE and the Owner.

(e) Reports and Project Site Documents. Record the progress of each Phase and the Project. Submit written progress reports to the Owner and the AE, including information on Subcontractors' work, and the percentage of completion. Keep a daily log available to the Owner, the AE and the Permitting Authority inspectors.

(f) Subcontractors Progress. Prepare periodic punch lists for Subcontractor's work including unsatisfactory or incomplete items and schedules for their completion:

(g) Substantial Completion. The CM, AE, and Owner will conduct a pre-substantial completion inspection for each Phase. The CM will prepare the pre-substantial completion punch list from which the CM and AE will develop a completion schedule. The CM shall ascertain when the work or designated portions thereof are ready for Owner and AE substantial completion inspection. The CM shall provide a complete list of incomplete or unsatisfactory items (preliminary punch list) to the Owner and AE prior to this inspection. The Owner and AE shall add to this list additional incomplete or unsatisfactory items. For each Phase, the CM shall prepare a punch list of

items to be completed and a schedule for their completion including completion dates for review and approval by the Owner and AE ("Punch List Completion Date").

(h) Final Completion. Monitor the Subcontractors' performance on the completion of each Phase and provide notice to the Owner and AE that the work is completed and ready for final inspection. Secure and transmit three (3) copies to the Owner, through the AE, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books including a final completion form.

(i) Startup. With the Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

(j) Record Drawings. The CM shall monitor the progress of its own forces or its Subcontractors on marked up field prints so as to provide completed record drawings to be turned over to the AE for preparation of As-builts as required herein.

(k) Administrative Records. The CM will maintain at the job site and his principal office, originals or copies of, on a current basis, files and records, such as, but not limited to the following:

- Contracts or Purchase Orders
- Shop Drawings submittal/Approval Logs
- Equipment Purchase/Delivery Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Cost Accounting Records
- Labor Costs
- Material Costs
- Equipment Costs
- Cost Proposal Request
- Payment Request Records
- Meeting Minutes
- Cost Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes
- Purchase Orders
- Material Purchase Delivery Logs
- Technical Standards

Design Handbooks
Record Drawing Marked Prints
Operating and Maintenance Instruction
Daily Progress Reports
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PAIS Schedule and updates
Suspense (Tickler) Files of Outstanding Requirements
Documentation of Good Faith Effort
Correspondence Files

The Project records shall be available at all reasonable times to the Owner and AE for reference, review or reproduction.

(11) Shop Drawings and Samples. After checking and verifying all field measurements, the CM will submit to the AE and Owner for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies of all Shop Drawings, which shall have been checked by and stamped with the approval of the CM and identified as the AE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the AE to review the information as required.

The CM will also submit to the AE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CM, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

(a) At the time of each submission, the CM will in writing call the AE's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

(b) The AE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item

functions. The CM will make any corrections required by the AE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred for the resubmitted shop drawing shall be the CM responsibility. The CM's stamp of approval on any Shop Drawing or sample shall constitute a representation to the AE that the CM has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

(c) No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the AE. Any related work performed prior to review and approval by the Owner of the pertinent submission will be sole expense and responsibility of the CM. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CM at the site and shall be available to the AE.

(d) The AE approval of Shop Drawings or samples shall not relieve the CM from his responsibility for any deviations from the requirements of the Contract Documents, unless the CM has in writing called the AE's attention to such deviation at the time of submission and the Owner and the AE have given written approval to the specific deviation; or shall any approval by the AE relieve the CM from responsibility for errors or omissions in the Shop Drawings.

4.06 Project Schedule; Substantial Completion; Occupancy.

(1) Establishment of each Phase Substantial Completion Date. At the time the Guaranteed Maximum Price (GMP) for each Phase of the Project is established, the Phase Substantial Completion Date for completion of the construction may be amended by Owner upon recommendation of Construction Team, if reasonably necessary, which Phase Substantial Completion Date shall be subject to Force Majeure. An amendment to Substantial Completion Date under this section will not necessarily involve additional CM compensation. The CM agrees to achieve Substantial Completion prior to the Phase Substantial Completion Date. The CM acknowledges that failure to substantially complete a Phase of the Project prior to the Phase Substantial Completion Date will result in damages to the Owner. Unless a Supplemental Agreement establishes liquidated damages for late Substantial Completion, CM will be responsible for the Owner's

actual damages. If schedule based liquidated damages are agreed upon for a Phase and included in a Supplemental Agreement, the Supplemental Agreement shall also establish terms for an early completion bonus which will apply if Substantial Completion is achieved in advance of the Phase Substantial Completion Date and the actual Project Cost of the Phase is less than the Phase GMP. CM and Owner shall cooperate with each other, and shall use best efforts and due diligence to avoid the imposition of any fines and/or penalties against the Owner as a result of late Substantial Completion of a Phase.

(2) Completion of Construction. The date of Substantial Completion of a Phase or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Project Plans and Specifications so the Owner can lawfully occupy or utilize the Phase for the use for which it is intended.

(3) Owner Occupancy. The CM shall provide services during design and construction which will provide a successful and timely Owner occupancy of the Phase. The CM shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Subcontractors, "on line" in such conditions as will satisfy Owner operations requirements. The CM shall catalog operational and maintenance requirements of the equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The CM shall provide operations training, in equipment use, for equipment operators.

(4) Record Drawings. The CM shall continuously review the Project Plans and Specifications maintained at the jobsite and mark up progress prints. Upon receipt by CM of its final payment for the Phase, the CM shall provide to the AE an original of its redlined, as-built Project Plans and Specifications showing the location and dimensions of the Phase as constructed, which documents shall be certified as being correct by the CM. Using such as-built documents and its own observations of the work, the AE shall prepare the Record Project Plans and Specifications.

4.07 CM's Warranty.

(1) The CM warrants that all labor and materials will conform to the Project Plans and Specifications. The CM further warrants that all materials and equipment will be new, of good quality and free from any defects. As the work is being

performed and for a period of one year following the Phase Substantial Completion Date, the CM agrees to correct or replace as necessary all work found by the Owner to be defective in material and workmanship or not in conformance with the Project Plans and Specifications. CM shall use its best efforts and due diligence to ensure that, during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the contract documents perform all required warranty work in a timely manner and at the sole cost and expense of such warranty providers. Any costs of warranty work which are not borne by a Subcontractor, or by a vendor of materials or equipment for whom CM is responsible, shall be reimbursed by Owner as Project Costs, subject to the Phase GMP for that Phase. The CM shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by the contract documents. Also, the CM shall conduct, jointly with the Owner and the AE, a warranty inspection eleven (11) months after the Phase Substantial Completion Date.

(2) Notwithstanding paragraph (1), the CM disclaims any warranties or representations concerning any new or used materials or equipment provided by Owner for use in the Project.

(3) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. However, CM shall endeavor to secure such warranties from all Subcontractors and vendors, when applicable and appropriate.

(4) CM's warranties shall not apply when a defect is due to: misoperation, operating conditions more severe than those contemplated in the original design, or a defect in a design or equipment furnished or specified by Owner or others.

(5) CM's work shall be performed without assuming any responsibility or liability for professional design errors, omissions or inconsistencies.

4.08 Lien Free Construction. All construction services provided by CM or any of the Subcontractors in construction of the Project on the Project Site shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed against the Project.

ARTICLE 5.
OWNER'S RESPONSIBILITY

5.01 Project Site; Title. The Owner hereby represents to the CM that it currently has, and will maintain up through and including the Final Completion of the Project, good title to all of the real property constituting the Project Sites. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Sites which might arise during the course of construction.

5.02 Permits. The CM shall be responsible for paying for all licenses. Owner shall be responsible for obtaining all necessary permits (except building permits and the SWPPP permit which shall be obtained by the CM's Subcontractor) and governmental authorizations as may be necessary for the commencement of construction as contemplated by this Agreement, and through the completion of the Project. Such permits and governmental authorizations shall include all environmental permits, temporary construction easements or rights-of-way if necessary, vacation of rights-of-way as may be required, and any necessary variances, rezoning or other land use approvals. Upon receipt of all surveys, soils tests and other project site information, CM shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soil or subsoil tests, or temporary construction easements or rights-of-way. Subject to Section 5.04, after CM has received, reviewed and failed to notify Owner of any inadequacies in such information, Owner shall not be responsible for any delay or damages to the CM for any site conditions or deficiencies in the site and access to the site which could have been identified by CM and corrected by Owner prior to the establishment of the GMP. Nothing contained herein shall be construed as creating any obligation of the Owner relating to the Project which is inconsistent with the exercise of Owner's obligations and responsibilities as a governmental authority, nor shall anything contained herein be construed as obligating the Owner to be a partner or joint venture with CM. Nothing herein shall be construed or deemed to contractually or otherwise obligate Owner to approve any rezoning or variance petition, if such rezoning or variance is necessary or desirable for development and/or completion of the Project.

5.03 Project Plans and Specifications. The parties hereto acknowledge and agree that Owner has previously entered into agreements between Owner and AE dated 3/11/03 and 3/18/03. Pursuant to the terms of such agreement, the AE, as an agent and

representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications and other documents setting forth in detail the requirements for the construction of the Project in Phases as required to support the overall Project schedule. All of such Project Plans and Specifications shall be provided either by Owner or the AE and CM shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the AE, and all preliminary drawings prepared in connection therewith. The CM shall be notified of any written modification in the agreement between Owner and AE. By execution hereof, CM represents that it has reviewed the agreement between Owner and AE, .

5.04 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Sites in a form and content, and with such specificity as may be required by the AE and CM to perform their services. To the extent deemed necessary by Owner and AE, and solely at Owner's expense, Owner may engage the services of a Geotechnical Consultant to perform test borings and other underground soils testing as may be deemed necessary by the AE or the CM. CM shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided to CM. Owner shall provide CM as soon as reasonably possible following the execution of this Agreement all surveys or other survey information in its possession describing the physical characteristics of the Project Sites, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements and legal descriptions then in its possession or control. Notwithstanding the availability of such information from the Owner, if the CM encounters unforeseen site conditions which could not be reasonably anticipated based upon the available information at the time any Phase GMP was established, such conditions shall constitute a Force Majeure event and the Phase GMP shall be equitably adjusted for the additional costs occasioned thereby.

5.05 Information; Communication; Coordination. The Owner hereby designates the County Administrator or the County Administrator's designee as Project Coordinator, to act in the Owner's behalf with respect to the Project. The Project Coordinator shall examine all documents or requests for information submitted by the CM and shall advise CM of Owner's decisions pertaining thereto within a reasonable period of time

to avoid unreasonable delay in the progress of the CM's services. CM shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule, the Project Cost, CM's compensation, documentation relating to use of contingency, approving or changing a Phase GMP, and matters which are to be addressed by Supplemental Agreements shall only be effective when approved in writing by the Owner. Owner reserves the right to designate a different Project Coordinator provided CM is notified in writing of any such change. Owner and AE may communicate with Subcontractors, materialmen, laborers or suppliers engaged to perform services on the Project. Neither the Owner nor the AE shall attempt to direct the work of or otherwise interfere with any Subcontractor, materialmen, laborer or supplier or otherwise interfere with the work of the CM.

5.06 Construction Inspections and Coordination. Owner, AE and CM agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically the South Florida Water Management District, the U.S. Army Corps of Engineers and the U.S. Coast Guard.

5.07 Acknowledgment. The CM recognizes and acknowledges that Owner is a governmental body with certain procedural requirements to be satisfied. CM has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency. Specific directions and approval made by the Owner shall be in writing authorized at its regular or special Board Meetings, or as otherwise consistent with authorities granted to the Project Coordinator.

ARTICLE 6.

SUBCONTRACTOR SELECTION AND PAYMENT PROCESS

6.01 Definition. A Subcontractor is a person or organization who has a direct contract with the CM to perform any work at a Project Site, and the term includes bidders who are potential Subcontractors. Except as specifically set forth herein with respect to Direct Material Purchases by Owner, nothing contained in this Agreement or in any contract document does or shall create any contractual relation between the Owner or AE and any Subcontractor. Specifically, the CM is not acting as an agent of the Owner with respect to any Subcontractor.

6.02 Subcontracts. The CM shall provide a copy of all proposed subcontracts, including general supplementary conditions to the Owner. Owner and CM understand, acknowledge and agree that CM

is not acting as an agent for the Owner in its procurement of subcontracts, and the procurement of subcontracts will not otherwise be considered as part of a public procurement process. For each subcontract bid package, CM will provide Owner with an opportunity to have removed any bidder from CM's proposed list of bidders. CM will obtain a minimum of three bids for each subcontract bid package. CM and Owner will review together the bid results prior to each subcontract award.

6.03 Application for Progress Payments.

(1) Not more often than once a month, nor less often than specified in the approved payment schedule, and on a date established at the Project Pre-Construction Conference, the CM will submit to the AE and Owner for review an Estimate and Requisition for Payment form No. CMO:013 (see Exhibit C for required forms) filled out and signed by the CM covering the actual work completed as of the date of the Application and supported by such data. Also, if payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to and authorized in writing, the application for payment shall also be accompanied by such supporting data, satisfactory to the Owner, as well establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage, except CM's fee and Project Costs incurred directly by the CM, and payments for pre-construction and construction inspection services which shall not be subject to retainage. Retainage shall be paid and will be issued in the final payment after acceptance by the Owner of the work on each Phase.

The Estimate and Requisition for Payment form shall list individually, each instrument of change to the Phase GMP or Phase Contingency, its approved value, the amount previously requisitioned, the amount sought in the current requisition, the total value of completed work and, if requested by the Owner, the Estimate and Requisition for Payment form shall, for each instrument of change to the Phase GMP or Phase Contingency, be further detailed to provide a breakdown, by trade, of the values and requisition amounts for each trade, for each change instrument.

(2) Approval of Payments. The AE will, within ten (10) calendar days after receipt of each application for payment, either indicate his approval of payment and deliver the application to the Owner or return the application to the CM

indicating in writing the reason for refusing to approve payment. In the latter case, the CM may make the necessary corrections and re-submit the application. The Owner will, within five (5) calendar days after receipt of each approved application for payment, either indicate their approval of payment and within fifteen (15) calendar days pay the CM ninety percent (90%) of the portion of the application properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the application properly allocated to materials and equipment suitably stored at the site or at some other location, or return the application to the CM through the AE indicating in writing the reason for refusing to approve payment. In the later case, the CM may make the necessary corrections and resubmit the application to the AE.

The AE's approval of any payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the AE's on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CM is entitled to payment of the amount approved.

The AE may refuse to approve the whole or any part of any payment if in his opinion he is unable to make such representations to the Owner. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:

(a) The Work is defective;

(b) A portion of such payment is the subject of a dispute or claim that has been filed.

(c) The amount has been reduced because of Modifications;

(d) The Owner has been required to correct defective Work or complete the Work in accordance with the guarantee and warranty.

(e) Of unsatisfactory prosecution of the Work, including failure to clean up.

(3) The CM shall pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the CM on

account of such Subcontractor's work, the amount to which the Subcontractor is entitled in accordance with the terms of the CM's contract with such Subcontractor. The CM shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by CM, the CM shall promptly restore such monies to the Owner, adjusting pay requests and Project bookkeeping as required, unless the CM needs to pay such monies to another party or parties in order to remedy a Subcontractor default.

Commencing with second application of the Estimate and Requisition for Payment form, the Owner may require, as a condition of payment, the submission of releases of lien from any or all Subcontractors. Where the Owner so requires, the releases furnished shall be original copies, properly executed and notarized, in a form acceptable to the Owner.

(4) The CM warrants that upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the CM, whichever occurs first; (a) work, materials and equipment covered by previous partial payment requests are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (b) no work, materials or equipment covered by a partial payment request will have been acquired by the CM, or any other person performing work at the site or furnishing materials or equipment for the Project is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CM or other such person.

6.04 Application for Final Payment.

(1) Final Inspection. Upon written notice from the CM that a Phase is complete, the AE and Owner will make a final inspection with the CM and will notify the CM in writing of any particulars which this inspection reveals that the work is defective. The CM shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

(2) Final Inspection for Payment. After the CM has completed any such corrections to the satisfaction of the AE and Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents as required by the Contract Documents, he may

make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CM and all Subcontractors which performed services for the CM pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

(3) Approval of Final Payment. If, on the basis of its observations and review of the work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the AE is satisfied that the work of a Phase of the Project has been completed and the CM has fulfilled all of his obligations under the Contract Documents, it will, within ten (10) calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the Owner. Otherwise, it will return the Application to the CM, indicating in writing its reason for refusing to approve final payment, in which case the CM will make the necessary corrections and re-submit the Application. The Owner will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen (15) calendar days pay the CM the amount approved by the Owner and issue a Certificate of Final Phase Completion or return the application through the AE indicating in writing the reason for refusing to approve payment. In the latter case, the CM may make the necessary corrections and resubmit the application to the AE.

If, after Substantial Completion of the work of a Phase of the Project, Phase Final Completion is materially delayed through no fault of the CM, and the AE so confirms, the Owner shall and without terminating the Agreement, make payment of the balance due for that portion of the Phase fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CM to the AE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

If liquidated damages are to be deducted from the final payment, the Owner shall so notify the CM in writing at least

ten (10) calendar days prior to the Owner's submittal to Finance.

The CM will be required to submit with his final payment documents a DBE Participation Certification, indicating all DBE sub-contractor(s) and amount(s) utilized for the Project.

At the Final Completion of the construction project the Owner's Project Manager will prepare a Contractor Performance Evaluation, and forward to the CM for review, comment and signature.

Upon receipt of the Contractor Performance Evaluation the CM will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the project manager. If the evaluation has not been received back from the CM within the seven (7) calendar days, the Owner will assume the CM fully agrees with and has no comments to the evaluation.

(4) Final Accounting Costs. Final accounting of costs of the work shall be provided by the CM in the form of a detailed cost report showing vendor, invoice number and date of invoice for all costs, all sorted by trade division cost code as is maintained by the CM in his accounting system. Upon receipt of the detailed cost report final accounting, the Owner may have access to all accounting records at the CM's place of business for review and reporting purposes by the Owner's accountant, whether external or internal.

ARTICLE 7. CHANGES IN THE PROJECT

7.01 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof in one or more of the following ways:

- (1) a formal Written Amendment,
- (2) a Change Order, or
- (3) a Field Directive Change.

A Phase GMP and a Phase Schedule may only be changed by the Change Order or a Written Amendment.

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, in one or more of the following ways:

- (1) a Field Change Order,
- (2) the AE approval of a Shop Drawing or sample, or
- (3) the AE written interpretation or clarification.

7.02 Changes in Work. Without invalidating the Agreement or any Supplemental Agreement, the Owner may unilaterally and at any time or from time to time order additions, deletions or revisions in the work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order on form CMO:011 or Field Directive Change on form CMO:012, the CM will proceed with the work involved (See Exhibit C for required forms).

All such work shall be executed under the applicable conditions of the Contract Documents.

If any Change Order or Field Directive Change causes an increase or decrease in a Phase GMP or any extension or shortening Phase Schedule, an equitable adjustment will be made.

Additional Work performed by the CM without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Phase Schedule or any extension of the a Phase GMP, except in the case of an emergency.

Unless the Surety has adequately waived any notice of changes, it is the CM's responsibility to notify the Surety of any changes affecting the general scope of the work or change of the Phase GMP, and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's acceptance, if required, must be submitted to the Owner, by the CM, within ten (10) calendar days of the initiation of the change.

7.03 Change of Phase GMP. A Phase GMP may only be changed by a Change Order on Form CMO:011. Any claim for an increase or decrease in the Phase GMP shall be in writing and delivered to the AE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless Owner allows an additional

period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CM's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CM has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Phase GMP will be valid if not submitted in accordance with this paragraph. All claims for adjustment in the Phase GMP shall be reviewed by the AE. Any change in the Phase GMP shall be incorporated in a Change Order and approved by the Owner. No claim by the CM for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Phase GMP shall be determined in one of the following ways:

(a) Where the work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

(b) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

(c) By cost of the work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

In such cases the CM will submit in the form prescribed by the Owner an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CM to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease, if any.

Regardless of how the value of Work covered by a Change Order or any other claim for an increase or decrease in the Phase GMP is determined, in no case shall the total amount of overhead and profit, including all tiers of subcontractors, exceed 15% of the cost of the work, unless otherwise approved by the Owner. Such 15% limit shall not include the cost of the CM's General Conditions or CM Fees where due.

7.04 Change of Phase Schedule. The Phase Schedule may only be changed by a Change Order on form CMO:011. Any claim for an extension in the Contract Time shall be in writing and delivered to the AE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the AE allows an additional period of time to ascertain in more accurate data in support of the claim) and shall be accompanied by the CM's written statement that the adjustment claim is the entire adjustment to which the CM has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CM under this provision shall be allowed unless the CM has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Phase Schedule resulting from any such claim shall be incorporated in a Change Order.

The Owner shall not be responsible for any delay in the completion of the Project or a Phase where the delay is beyond the control or without fault or negligence on behalf of the Owner. The Owner shall not be held accountable for extra compensation or an extension of time due to default by the CM, Subcontractors, or suppliers in the furnishing of labor or materials for the Project, or having to replace defective materials.

The CM shall be entitled to a claim for an extension of time when a delay or hindrance is caused by a Force Majeure or any act or omission on the part of the Owner, provided the CM gives notice to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CM's sole remedy shall be an extension of the Phase Schedule except for delays caused by the acts or omissions of Owner or AE, or other parties for whom they are responsible.

No extension of a Phase Schedule or increases in a Phase GMP shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than named storms, hurricanes

and tornadoes) or (3) any delay impacting a portion of the work within the available total float or slack time and not necessarily preventing completion of the work within the Phase Schedule, unless such delay was caused by Owner or AE, or other parties for whom they are responsible, and unless otherwise agreed to by the Owner in its sole discretion or (4) for any delay which is caused by the CM having to replace defective material or (5) delays attributable to the lack of performance by sub-contractors regardless of the reasons.

ARTICLE 8.

RELATIONSHIP BETWEEN CM AND ARCHITECT-ENGINEER (AE)

8.01 Administration. The AE will provide administration of this Agreement as it relates to inspection of the Project during construction and shall at all times have access to the work wherever it is in preparation and progress. Owner shall, in accordance with this Agreement and Owner's Agreement with AE, use its best efforts to maintain cooperation between the AE and CM.

8.02 Inspection of the Work. The AE will provide an on-site liaison and additional staff to visit the Project Sites at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with this Agreement, the Supplemental Agreement and the Project Plans and Specifications. On the basis of the AE's on-site observations as the design professional; the AE will keep the Owner informed of the progress of the work, and will endeavor to protect the Owner against defects and deficiencies in the work of the CM. The AE will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work which shall be the obligation of CM. The CM shall provide AE access to inspection records and other documentation to facilitate AE's observation and evaluation of construction.

8.03 Interpretation of Project Plans and Specifications. The AE will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by CM or Owner, the AE will make decisions on all claims, disputes or other matters pertaining to the interpretation of the plans and specifications. The AE's decisions in matters relating to artistic effect will be final if consistent with the Project Plans and Specifications.

8.04 Rejection of Non-conforming Work. The AE and Owner have the authority to reject work which does not conform to the Project Plans and Specifications.

8.05 Uncovering of Work.

(1) If any portion of the work is covered contrary to the written request of the Owner, it must, if required in writing by the Owner, be uncovered for his observation and it shall be recovered at the CM's expense as part of the Project Cost, subject to the Phase GMP.

(2) If any other portion of the work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner may request to see such work and it shall be uncovered by the CM. If such work be found to be in accordance with the Project Plans and Specifications, the cost of uncovering and replacement shall, by appropriate Change Order, be added to the Phase GMP.

8.06 Correction of Work. The CM shall promptly correct all work rejected by the Owner for being defective or as failing to conform to the Project Plans and Specifications whether observed before or after the Punch List Completion Date and whether or not fabricated, installed or completed. To the extent that any such costs are not incurred and absorbed by a Subcontractor, such costs shall be reimbursed as Project Costs, subject to the Phase GMP.

8.07 Timely Performance of AE. Owner, CM and AE understand, acknowledge and agree that timely performance and response by AE to certain information requested by CM is an important aspect of joint cooperation between and among the Construction Team. The CM shall identify which requests for information or response from the AE have the greatest urgency, and the CM shall identify those items which require prioritizing in response by the AE. The CM shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and CM. In the event that the period of time identified by CM for response is demonstrably unfair, AE shall communicate such information to CM, in writing, and AE shall identify the time necessary for response and a date upon which the AE's response will be made. In the event that the AE believes that any such information provided by CM is incomplete or otherwise inadequate to provide its response, AE shall immediately inform CM of such fact, in writing, with a copy to the Owner's Project Coordinator. In the event that the CM believes that AE is not providing timely

services or responses as required by this paragraph, CM shall immediately inform AE of such fact, in writing, with a copy to the Owner's Project Coordinator.

ARTICLE 9.
CONTRACTOR'S LIABILITY INSURANCE

9.01 Contractor's Liability Insurance. The CM will purchase and maintain such insurance as will protect him from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom any or all of which may arise out of or result from the CM's operations under the Contract Documents, whether such operations be by himself or any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the Owner signing this Agreement, the CM will file with the Owner certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision for cancellation.

9.02 Insurance Requirements. Before final execution of the Agreement and until acceptance of the work by the Owner, the CM shall procure and maintain insurance of the types and of the limits specified below.

An Insurance Certificate shall be required from the CM. Such form must be properly executed and submitted by an authorized representative of the insurance company and CM. Such certificate of insurance must have a 30 days notice of cancellation, state that the coverage is primary, and shall be in the types and amounts stated below. The Certificate should include producers phone number and reference the name of the Project.

9.03 Certificate of Insurance. Lee County Board of County Commissioners, its officers and employees are to be specifically included as Additional Insureds with respect to the negligence of the CM on the CM's Commercial General Liability policy.

In the event the insurance coverage expires prior to the completion of the Project, a written renewal certificate shall be issued thirty (30) calendar days prior to said expiration date. The policy shall provide a thirty (30) calendar day written notification clause in the event of cancellation or modification to the policy.

It shall be the responsibility of the CM to ensure that all Subcontractors carry General Liability Insurance, Automobile Liability, and Workers' Compensation in compliance with statutory limits.

The Certificate of Insurance must contain the following limits:

(a) Worker's Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of \$5,000,000 each accident.

(b) Commercial General Liability: Shall have minimum limits of \$10,000,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. Lee County Board of County Commissioners, its officers and employees shall be included as an Additional Insured with respect to the negligence of CM.

(c) Business Automobile Policy: Shall have minimum limits of \$10,000,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on occurrence basis.

(d) All Risk Builders Risk or Installation Floater: All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), building(s), or structure(s). Any deductible is the responsibility of the CM. The Owner shall be named as an additional insured only with respect to losses in connection with this Agreement.

The CM agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the CM, it's agents, employees, sub-contractors, etc.

ARTICLE 10.
FORCE MAJEURE, FIRE OR OTHER CASUALTY

10.01 Force Majeure.

(1) Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other cause beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement or any Supplemental Agreement shall be extended by the number of calendar days such party is actually delayed.

(2) The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

10.02 Casualty; Actions by Owner and CM. During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and

(3) below, the CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(1) receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) written agreement executed by the CM and the Owner, by amendment to a Supplemental Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required amendment to the Phase GMP; and

(3) final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required Building Permit.

10.03 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinances, codes and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

10.04 Notice of Loss or Damage. The CM shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the Phase GMP or extend the date of Substantial Completion, stating the date on which such damage or destruction occurred, the then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the CM determines will not affect the Phase GMP or date of Substantial

Completion will be reported to Owner and AE immediately and associated corrective actions will be undertaken without delay.

**ARTICLE 11.
INDEMNIFICATIONS**

11.01 Indemnification by CM. The CM shall indemnify, save harmless and defend the Owner and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of bodily injury, including death, or damage to tangible property, to the extent caused by any negligent act or omission of the CM, his agent, consultants, employees, or Subcontractors, in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume any related cost.

The CM shall assume all risk and bear any loss or injury to property or persons occasioned by CM neglect or accident during the progress of each Phase of the work until the same shall have achieved Phase Final Completion. The CM agrees to repair, restore or rebuild any damages he causes to any property of the Owner. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CM shall give to the proper authorities all required notices relating to the work, obtain all licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

11.02 Exculpation. Nothing contained in this Article or in this Agreement shall be construed as creating or otherwise resulting in the CM assuming any liability or responsibility for the services provided to Owner by AE, his agents, employees, subcontractors, or otherwise, including, but not limited to those services involved in the preparation or approval of maps, drawings, opinions, reports, surveys, design or specifications, or the giving of, or the failure to give, directions or instructions by the AE, his agents, employees, subcontractors or otherwise, providing that such giving or failure to give is the primary cause of the injury or damage.

11.03 Except for such damages as may be liquidated through any liquidated damage provisions contained in Supplemental Agreements, CM shall have no liability to the Owner for consequential damages, such as damages for loss of use or

revenues, operating costs and facility downtime, regardless of breach of contract or negligence of CM, its employees or Subcontractors.

ARTICLE 12.
DEFAULT; TERMINATION

12.01 Termination by Owner Without Cause. The Owner reserves the exclusive right to terminate this Agreement and any Supplemental Agreements without cause as provided herein. In the event that Owner exercises its rights of termination, Owner shall provide written notice to CM of termination and the termination shall become effective upon delivery to CM of such written notice. As a condition of Owner's termination rights provided for in this paragraph, CM shall be released and discharged from all obligations arising by, through or under the terms of this Agreement, any Supplemental Agreement, and any Payment and Performance Bond(s) issued shall be terminated. In the event of any such termination by Owner, Owner shall assume and become liable for obligations, commitments and unsettled contractual claims that CM has previously undertaken or incurred in connection with the Project and as authorized under this Agreement and any Supplemental Agreement. In addition, Owner shall pay CM the additional compensation described below:

(1) Termination by Owner for Certain Identified Events. If the final cost estimates make a Phase no longer reasonably feasible from the standpoint of the Owner, Owner shall provide written notice to CM of termination of the Phase, and any Supplemental Agreement for that Phase, prior the Construction Commencement Date. Owner shall pay CM all compensation earned or accrued by CM up to and including the date of termination.

(2) Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the Construction Commencement Date of any Phase (i) Owner abandons the Phase (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Phase, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Phase, and no recommencement of same within 12 months following the date of termination), or (ii) the Phase is stopped for a period of 60 consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within 120 days (excluding the time required to assess the damage and complete the steps contemplated), the Owner shall have the right to terminate the affected Supplemental Agreement and pay the CM its compensation earned or accrued to date.

(3) Owner's Termination for Owner Convenience.

Notwithstanding anything contained herein to the contrary, Owner may without cause, terminate this Agreement, and any Supplemental Agreement, at any time upon delivery of written notice to the CM. In the event Owner delivers such notice to the CM, CM agrees to withdraw its employees and its equipment, if any, from the work site on the effective date of the termination as specified in said notice (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the CM may or may not have against the Owner. In the event of such termination, CM shall be entitled to any unpaid Project Costs incurred to the effective date of such termination, including Project Costs incurred in demobilization, and to no compensation other than that which is earned or accrued through the date of termination.

12.02 Termination by the CM. In the event that the Project or any Phase is stopped for a period of sixty (60) days by the CM for the Owner's failure to make payments thereon, or in the event that Owner shall have otherwise defaulted in its obligations under the terms of this Agreement, the CM, upon giving fourteen (14) business days written notice of such event of nonpayment or default to the Owner, and upon the expiration of such fourteen (14) business day period, if such nonpayment or other event of default has not been cured, the CM may terminate this Agreement and/or any affected Supplemental Agreement and demand payment of all of the CM's compensation hereof, and Owner shall assume and become liable for obligations, commitments and unsettled contractual claims that CM has previously undertaken or incurred pursuant to this Agreement.

12.03 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause.

(1) If the CM fails to timely perform any of his obligations under this Agreement, including any obligation the CM assumes to perform work with his own forces, the Owner may, after seven (7) days' written notice, during which period the CM fails to perform such obligation, make good such deficiencies and perform such actions. The Phase GMP, or the actual Project Costs of the Phase, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the CM's compensation shall be reduced by an amount required to manage the deficiencies, provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from CM as a result of its breach.

(2) If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 30 days or more behind schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of a provision of the Agreement, then the Owner may, without prejudice to any other right or remedy, and after giving the CM and its surety, if any, 14 days' written notice, and during which period the CM fails to cure the violation, terminate the employment of the CM and take possession of the Project Sites and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CM, and may finish the Project by whatever method the Owner may deem expedient. In such case, the CM shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of CM to perform as provided in this Agreement, as well as reasonable termination expenses and costs and damages incurred by the Owner may be deducted from any payments left owing the CM.

12.04 Obligations, Rights and Remedies Cumulative. The specific rights and remedies to which either the Owner or the CM are entitled are not exclusive and are intended to be in addition to any other remedies or means of redress to which the Owner or the CM may lawfully be entitled and are not specifically prohibited by this Agreement.

12.05 Nonaction on Failure to Observe Provisions of This Agreement. The failure of the Owner or the CM to promptly insist upon strict performance of any terms, covenant, condition or provision of this Agreement or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the Owner or the CM may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

12.06 Litigation. All claims, disputes, or other matters in question between the Owner and the CM, arising under the terms of this Agreement and performance hereunder shall be decided by

a court of competent jurisdiction, and shall not be the subject of arbitration. The parties agree that with respect to any agreements executed by and between themselves relating to the Project and any other persons or entities performing work on the Project, that such agreements will contain a provision such that any disputes shall be resolved in a court of competent jurisdiction, it being the intention of all parties that any dispute be resolved in one consistent forum.

12.07 Attorney's Fees. In any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorney's fees, through appeals.

ARTICLE 13.
MISCELLANEOUS

13.01 Harmony. CM is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by it and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the sites of the Project. CM further agrees that this provision will be included in all subcontracts of the subcontractors as well as the CM's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge on account of membership or non-membership in any labor union or labor organization, the right of any person to work pursuant to the rights granted by the Florida Constitution. Owner's liability for obligations, commitments and unsettled subcontract claims in the event of termination of this Agreement, or any Supplemental Agreement, shall be limited in accordance with an agreed to subcontract termination clause approved by Owner.

13.02 Ownership of Products and Documents. All documents, reports, analysis maps, blueprints, drawings and other papers and products prepared or received by CM in connection with this Agreement ("CM's work"), upon payment by Owner of fees accrued and owing at the time of CM's work shall be the property of Owner, and Owner shall have the right to use CM's work subsequently without restriction or limitation.

13.03 Minority Participation Policy. The CM is advised that the Lee County Board of County Commissioners has adopted a Resolution establishing an overall 10% goal for local Disadvantaged Business Enterprise (DBE) participation in County

procurements. CM will take all reasonable and necessary affirmative steps to assure that local DBE firms will be utilized for this Project. This specific Project will attempt to meet a 10% goal for Local DBE participation.

13.04 Successors and Assignment. No transfer or assignment of the rights and/or obligations of Owner under this Agreement shall be effective without the written consent of the CM. No transfer or assignment of the rights and/or obligations of the CM under this Agreement shall be effective without the written consent of the Owner. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and the CM, its successors and assignments, except as may be otherwise specifically provided herein.

13.05 Notices. All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CM: **Jacobs Construction Services, Inc.**
 c/o Sharla Rabin
 5750 Major Boulevard, Suite 500
 Orlando, FL 32819
 Attn: Joe Mastrucci, Project Sponsor

with a Copy to: **Jacobs Construction Services, Inc.**
 18302 Highwoods Preserve Parkway
 Highwoods Plaza, Suite 200
 Tampa, FL 33647
 Attn: Doug Cox, Project Manager

To the Owner: Lee County Board of County Commissioners
 P.O. Box 398
 Fort Myers, FL 33902-0398

with a Copy to: Paul Wingard, P.E., Project Manager

 Department of Transportation

The addresses to which notice is to be sent may be changed from time to time by a written notice delivered to each party to this Agreement. Until notice of change of address is received, a party may rely upon the last address given.

13.06 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

13.07 Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the Owner and the CM, and this Agreement, including the Exhibits, shall not be deemed to have been prepared by either the Owner or the CM, and each of them shall be deemed to have participated equally in the preparation hereof.

13.08 Submission to Jurisdiction.

(1) Each party to this Agreement hereby submits to the Jurisdiction of the courts of the State of Florida with venue in Lee County, Florida, and to the jurisdiction of the United States District Court for the Middle District of Florida, with venue in Fort Myers, Florida, for the purposes of any suit, action or other proceeding arising out of or related to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(2) The present registered agent of Jacobs Construction Services, Inc. is CT Corporation with an address of 1200 South Pine Island Road, Plantation, Florida 33324. If at any time during the term of this Agreement, the CM is not a resident of the State of Florida or has no partner, officer, employee or agent thereof available for service of process as a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee or agent available for service of process in the State of Florida, CM hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the Owner, arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall

be mailed by prepaid, registered mail, return receipt requested, to the CM at the address for notices.

13.09 Estoppel Certificates. The CM and the Owner shall at any time and from time to time, upon not less than twenty-one (21) days prior notice by the other party, execute, acknowledge and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same as modified is in full force and effect and setting forth such modifications), the dates to which any changes have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the Project, if any, of either party made in accordance with the provisions of this Agreement.

13.10 Complete Agreement. The written form of this Agreement and the Exhibits supersede and control over any and all prior agreements, understandings, representations and statements, whether written or oral, specifically including, but not limited to the Proposal, made with regard to the matters addressed by this Agreement.

13.11 Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way definite, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

13.12 Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given or done on a Saturday or Sunday or on a legal holiday observed by the Board of County Commissioners of Lee County, Florida, it shall be postponed to the next following business day not a Saturday, Sunday or legal holiday.

13.13 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13.14 Authorized Representatives. Within three (3) business days following the Effective Date of this Agreement, the Owner and the CM shall each designate an initial authorized

representative (the Project Coordinator as to the Owner) to act on its behalf to the extent and for the duration of the Project and shall provide to the other the name, address and specimen signature of such authorized representative, unless otherwise designated by Owner to the contrary. Thereafter, subsequent or replacement designations may be made as deemed necessary and appropriate by the designating party. Upon such subsequent or replacement designation being made, the designating party shall promptly notify the other party hereto.

13.15 Nondiscrimination. At all times during the construction of the Project, including the receipt, evaluation, negotiations and approval of all bids for work to be performed on the Project, and the hiring and discharge of all employees or other personnel, the CM shall not discriminate against any person or entity on the basis of race, creed, sex or national origin.

13.16 No General Obligation. In no event shall any obligation of the Owner under this Agreement be or constitute a pledge of the ad valorem taxing power of the Owner within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the CM nor any entity related to CM shall ever have the right to compel the exercise of the ad valorem taxing power of the Owner, in any form on any real or personal property to pay the Owner's obligations or undertakings hereunder.

13.17 Members of the Owner Not Liable.

(1) All covenants, stipulations, obligations and agreements of the Owner contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Owner to the full extent authorized by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Governing Body or agent or employee of the Owner in its, his or their individual capacity, and neither the members of the Governing Body of the Owner, nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the Owner of this Agreement or any act pertaining hereto.

13.18 Relationship of the Parties. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Agreement

shall be deemed to contemplate either party as a partner, agent or local representative of the other party, or relationship between the parties or to create the relationship of employer-employee. This Agreement confers no rights on any person or entity not signatory to this Agreement.

13.19 Maintenance of Records. The CM shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CM for a minimum of five (5) years from the date of termination of this Agreement. The Owner and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Owner deems necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The Owner, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CM as concerns the aforesaid records and documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement, and it is made effective on the latter of the two dates noted below.

Signed, sealed, and delivered in the presence of:

J. Scott
Assistant Secretary

(Corporate Seal)

JACOBS CONSTRUCTION SERVICES, INC.

By: Joseph P. Manturcia
Title: Director of Operations

Date: 10/07/03

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

Attest: Clerk of the Board

By: [Signature]
Deputy Clerk

By: R. G. Judel
Chairman

Date: 10/07/2003

APPROVED AS TO FORM

By: [Signature]
Assistant County Attorney
CMEF

EXHIBIT A

DEFINITIONS

1. "Agreement" means this Agreement between Owner and Construction Manager, including Exhibits A through F attached hereto, and any amendments or revisions to this Agreement or any of the Exhibits.
2. "Authorized Representative" means the person designated by the Owner and CM, respectively, to act on its behalf, pursuant to the terms of this Agreement. The Authorized Representative for the Owner is referred to in this Agreement as Project Coordinator.
3. "Change Order" means a written order to the CM signed by the Owner, issued after execution of a Supplemental Agreement, authorizing a change in the work or an adjustment in a Phase GMP or a Phase Schedule. A Phase GMP and a Phase Schedule may be changed only by a Change Order. A Change Order signed by the CM indicates his agreement therewith, including the adjustment in the Phase GMP or the Phase Schedule.
4. "Final Completion" means acceptance of the Project by the Owner as evidenced by its signature upon a final payment Certification and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the Owner has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required. The term "Final Completion" as used in a Supplemental Agreement means acceptance of a Phase of the Project by the Owner, as evidenced by its signature upon a Certificate of Final Completion for such Phase.
5. "Substantial Completion" means an acceptance of the work by the Owner when construction of a Phase is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work of a Phase, or designated portion thereof, for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.
6. "Construction Commencement Date" means the date upon which the building permit and/or any other certificate, license, or approval by the Permitting Authority acting in its governmental and regulatory capacity required to be obtained, issued, granted or received prior to or as a condition precedent to the commencement of any construction on a Phase, or any part

thereof, is received, but in no event prior to the approval by the Owner of the Phase GMP and signing of the Supplemental Agreement for such Phase.

7. "Direct Material Purchases" means materials and equipment purchased directly by the Owner for incorporation in the Project, as described in Paragraph 3.04(1).
8. "Effective Date of the Agreement" means the date on which the agreement is signed and delivered by the latter of the two parties.
9. "Exhibits" means those agreements, forms of agreements, instruments and other documents attached hereto and designated as exhibits to this Agreement or incorporated by reference into this Agreement.
10. "Field Change Order" is a written change order requested by the AE, accepted by the CM, and approved by the Project Coordinator for minor changes in the work, not involving adjustments in the Phase GMP or Phase Schedule, and not inconsistent with the overall intent of the Contract Documents.
11. "Field Directive Change" is a written directive to the CM, issued on or after the effective date of a Supplemental Agreement ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen physical conditions under which the work is to be performed or to emergencies. A Field Directive Change may not change the Phase GMP or the Phase Schedule, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Phase GMP or the Phase Schedule.
12. "Force Majeure" means those conditions constituting excuse from performance as described in and subject to the conditions described in Section 10.01 hereof.
13. "Phase GMP" refers to the value established by the CM, and included in a Supplemental Agreement, which represents the guaranteed maximum Project Costs for completion of the Phase, subject to adjustments as provided for in the Agreement. By way of clarification, the Phase GMP includes allowances for all costs defined as "Project Costs" including, without limitation, materials and equipment incorporated by CM in the Project, whether or not they are Direct Material Purchases, but the Phase GMP does not include any costs or pricing related to preconstruction or inspection services described in Paragraph 3.01(3). "Total GMP" refers to the sum of the Phase GMP amounts for those Phases authorized through Supplemental Agreements.

14. "Phase CM Fee" shall have the meaning described in Subparagraph 3.01(2)(a).
15. "Phase Schedule" means the estimated and approximate schedule and sequence of events for the commencements, progression and completion of a Phase of the Project, as such schedule may be amended as provided for in the Agreement. Each Phase Schedule shall include the scheduled dates for Substantial Completion and Final Completion of the Phase and shall be incorporated as part of a Supplemental Agreement.
16. "Owner" means Lee County, Florida, a political subdivision of the State of Florida, and any successor in interest thereto.
17. "Permitting Authority" means Lee County and any other applicable governmental authority acting in its governmental and regulatory capacity, which is required to issue or grant any permit, certificate, or other approval which is required to issue or grant any permit, certificate, or other approval which is required as a condition precedent to the commencement of any construction of the Project, or any part thereof, including the Building Permit.
18. "Project" means the design, construction and occupancy of all structures and facilities covered by this Agreement, in accordance with the Project Plans and Specifications. A "Phase" of the Project means the construction and occupancy of a designated portion of the overall Project. The preliminary anticipated Phases of the Project include: 1. bridges B&C and associated roadways and demolition; 2. bridge A and associated roadway and demolition; 3. Sanibel Toll Facility; and 4. Cape Coral Toll Facility.
19. "Project Architect/Engineer" or "AE" means URS Corporation and Hardesty & Hanover, Inc. and their successors and assigns, who have been selected by and retained by the Owner to provide the services of licensed architect-engineer for the Project as contemplated by this Agreement.
20. "Project Budget" means an amount established by Owner and submitted in writing to CM and AE to identify the maximum available funds available to fund the Project Cost.
21. "Project Costs" shall have the meaning described in Exhibit B.
22. "Project Plans and Specifications" means the construction drawings and final specifications prepared by the Project Architect/Engineer and any changes, supplements, amendments or additions thereto approved by the Owner and CM, which shall also include any construction drawings and final specifications required for the repair or construction of the Project (or a designated Phase of the Project).

23. "Project Schedule" means the estimated and approximate schedule and sequence of events for the commencement, progression and completion of the Project as such schedule may be amended as provided for in the Agreement.
24. "Punch List Completion Date" means the date upon which all previously incomplete or unsatisfactory items of work included in a Phase, as identified by CM, Project Architect and/or Owner are completed in a competent and workmanlike manner, consistent with standards for construction of this type and with good construction practices in the State of Florida.
25. "Subcontractor" means any person or organization as defined in Section 6.01 hereof.
26. "Supplemental Agreement" shall have the meaning described in Section 1.05 hereof.

EXHIBIT B

PROJECT COSTS

"Project Costs" mean all of the costs incurred by the CM under a Supplemental Agreement in planning, constructing and equipping a Phase of the Project, all of which Project Costs are to be incorporated within the Phase GMP established by the CM, and without excluding any cost not listed but which is specifically identified in the Agreement. Project Costs shall include the costs described in Part IB below, but shall not include the costs described in Part IA or Part II below.

PART IA

Part IA - Costs Included In CM Fees

Proportion related to this Project of:

Salaries or other compensation of the CM's officers, partners and/or employees at its principal office and branch offices unless otherwise indicated in Part IB.

CM's general operating and overhead expenses of the CM's principal and branch offices, and all CM profit.

The costs of all data processing staff and data processing equipment.

Licenses not required specifically for the Project.

Principal and branch office supplies including paper, pencils, paper clips, file folders, staples, etc.; janitorial supplies.

Costs for copies of documents created within the PAIS Reporting System and copies of all documents furnished to Owner.

PART IB

Reimbursable Project Costs Not Included within CM Fee

Wages and salaries, and overhead costs of the Construction Manager's field CM staff when stationed at the site or traveling in performance of the Project with the Owner's agreement, including relocation and subsistence for key staff. For purposes of this Agreement, such labor overhead costs shall be calculated at 62% of direct salary or wage.

Travel reimbursement pursuant to Florida Statutes.

Expenses such as telephone and facsimile service at the site, long-distance telephone charges, expressage, and postage.

Contractors public liability and property damage insurance; and Worker's Compensation insurance.

Blueprint/Printing Copies - Costs of all reproductions used for bidding or information which may be distributed to vendors and the public.

Electrical Power consumption (monthly) - temporary construction use only. Permanent power costs shall be paid directly by Owner.

Signs at the job site, only sign permitted on site is project sign as defined in construction specification.

Progress Photographs/Video.

Payment and Performance Bonds.

Insurance and bonds (including deductibles) which the CM is required to procure by this Agreement or other insurance or bonds deemed necessary by the CM purchased specifically for the construction of the Project.

Cost of all materials, supplies and equipment incorporated by CM in the Project, including costs of transportation and storage thereof.

The actual direct out-of-pocket cost to the CM of corrective or warranty work subject to the GMP.

Payments due to Subcontractors or suppliers from the CM or made by the CM to Subcontractors or suppliers for their work performed pursuant to subcontracts or purchase orders under this Agreement.

Costs incurred for the following items, to the extent not included as part of Subcontractor work:

- Water consumption (monthly) - temporary construction use only.
- Cleanup at the job site including trash and debris control and removal from the site.
- Barricades and safety equipment at the job site.
- Temporary fencing and gates at the job site including security services.
- Weather protection at the job site.
- Construction office trailer(s) at the job site.
- Record Drawings.
- Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand

tools not owned by the workmen, which are employed or consumed in the performance of the work and cost less salvage value on such items used but not consumed which remain the property of the CM.

- Surveys; layout equipment and materials.
- Temporary Toilets/holding tanks.
- Dumpsters at the job site.
- Watchmen or other security measures at the job site.

All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the CM's fees as set forth in the Agreement.

Legal costs reasonable and properly resulting from prosecution of the project for the Owner, including negotiations and litigation with subcontractors, vendors and insurers, subject to the following limitations:

The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

The legal costs were not incurred as a result of the CM's own negligence or default.

PART II

Owner's Expenses

The Agreement includes items designated or contemplated as items to be provided by Owner, but excluded for the purposes of determination of the project costs or GMP. These items include but may not be limited to the following:

Site conditions (such as hazardous materials, concealed subsurface conditions and assorted tests and corrective measures).

Additional surveys, except construction layout.

Easements and temporary construction easements.

Land use approvals, if required.

Impact Fees.

Blue Print/Printing copies of the construction documents, plans and specifications.

Permits.

Additional insurance, if any.

Any additional consultant fees as may be required, additional AE fees, additional CM fees.

Legal costs reasonable and properly resulting from prosecution of the project, including negotiations and litigation with sub-contractors, vendors and insurers, subject to the following limitations:

The CM approved incurring such costs in advance, which approval shall not be unreasonably denied; and

The legal costs were not incurred as a result of the Owner's own negligence or default.

All furniture, equipment and materials purchased and installed by Owner or other than CM.

Previously approved AE fees.

Already paid site acquisition costs.

Already completed Geotechnical and site studies.

Services provided by the Owners employees in planning, constructing and equipping the project.

EXHIBIT C
PROJECT FORMS

1. Field Directive Change (2 sheets) CMO:012
2. Field Change Order CMO:010
3. Change Order CMO:011
4. Proposal Request CMO:009
5. Contingency Transfer Approval
6. Estimate & Requisition for Payment (3 sheets) CMO:013
7. Certificate of Substantial Completion (2 sheets) CMO:014
8. Owner's Representative Certificate of Final Completion CMO:016
9. Warranty CMO:015
10. Disadvantaged Business Enterprise Participation Cert. CMO:017
11. Contractor Performance Evaluation (2 sheets) CMO:018

THE COUNTY CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE

NO.: _____

RFQ

Project No.: _____ No.: RFQ-03-03 Contract No.: _____

Contract/Project Name: Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza

Contractor: Jacobs Construction Services, Inc.

Request By: _____ Date of Request: _____

1. Directive: The COUNTY hereby directs and authorizes the following change(s) in the work required by the contract documents be made and the CONTRACTOR is hereby directed to proceed promptly. In the event that as a result of the CONTRACTOR accepting this Field Directive Change, there are determined to be change(s) in the Contract (1) scope, (2) cost, or (3) time. Subsequent to the CONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the COUNTY of a written and documented claim by the CONTRACTOR, such changes shall be incorporated in a Change Order which is subject to approval by the COUNTY and the CONTRACTOR.

2. Description of the change(s):

3. Purpose or Intent of Field directive Change:

4. Attachments: (List documents supporting change)

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the COUNTY by a written amendment to this Field Directive Change, the CONTRACTOR shall not exceed the following limits:

A. Estimated not-to-exceed increase (decrease) in the Phase GMP: _____

B. Estimated not-to-exceed increase (decrease) in completion time in calendar days: _____

6. Claim(s) resulting from Field Directive Change
In the event that, as a result of the CONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the CONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the CONTRACTOR's compensation, or (3) increasing the contract time; the CONTRACTOR shall in accordance with the provisions of the Article in the Agreement, submit a written claim to the COUNTY requesting that a Change Order be executed incorporating changes in the (1) contract scope, (2) CONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

It is understood and agreed by the COUNTY in authorizing and by the CONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any CONTRACTOR claim arising out of this Field Directive Change:

A. Method of Determining Change in Contract Price:

- Time and Materials
- Unit Prices
- Cost plus fixed fee
- Other

B. Method of Determining Change in Contract Time:

- Contractor's Records
- Consultant's Records
- Other

7. ACCEPTANCE:

COUNTY AUTHORIZATION

By _____ Printed Name By _____ Signature

Title/Position _____

Date _____

CONTRACTOR AUTHORIZATION

By Jacobs Construction Services Inc.
Contractor's Business Name

By _____
Print Name

By _____ Signature _____ Witness

Title/Position _____

Date _____

Corporate Seal (Affix if applicable, if not enter "None")

Copies Distributed to:

- Contractor (Signed Original)
- Director Project Sponsoring Department (Signed Original)
- Project Manager
- Consultant (if applicable)
- Contracts Management

LE COUNTY CONSTRUCTION CONTR T
FIELD CHANGE ORDER

No. _____

Project No.: _____ RFQ No.: RFQ-03-03 Contract No.: _____ Date: _____

Contract/Project Name: Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza

Request By: _____

It is hereby requested, agreed, and authorized that the following field change(s) in the work required by the contract documents be made:

Description of the change:

Indicate drawings and/or specification affected by this change:

CONDITIONS TO THIS CHANGE ORDER:

It is hereby understood and agreed that the above described field change will not involve:

- (A) any change in the Phase GMP, or
- (B) any change in the Contract Completion Time, or
- (C) any change that would be inconsistent with the scope of the Contract Documents.

NOTE If this change affects prior approvals for permits granted by any agency, written documentation of that agency's approval of the change is required prior to commencing this change.

CONTRACTOR ACCEPTANCE By: Jacob's Construction Services, Inc.
Contractor's Business Name

By: _____
Signature Date
Title

CONSULTANT'S RECOMMENDATION (if applicable)
By: _____
(Print Name of Consultant) By: _____
Signature Date

COUNTY APPROVAL AND AUTHORIZATION
By: _____ By: _____
(Print Name) Department Director or Signature Date
Designated Project Manager

Copies to: Contractor (Top Copy)
Project Consultant
Project Sponsoring Department
Contracts Management

**LEE COUNTY CONSTRUCTION CONTRACT
CHANGE ORDER**

No.: _____

(A Change Order requires approval by the Department Director for expenditures under \$25,000, approval by the County Manger for expenditures between \$25,000 and \$50,000, or approval by the Board of County Commissioners for expenditures over \$50,000).

CONTRACT/PROJECT NAME: Sanibel Bridge & Toll Plaza Reconstruction along with the Cape Coral Toll Plaza - Phase

CONTRACTOR: Jacobs Construction Services Inc. PROJECT NO.: _____

CONTRACT NO.: _____ RFQ NO.: RFQ-03-03

CHANGE REQUESTED BY: _____ DATE OF REQUEST: _____

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:

(If you need space other than what has been provided, please attach additional sheets.)

Description: _____

Purpose of Change Order: _____

Attachments: (List documents supporting change) _____

CHANGE IN PHASE GMP:	CHANGE IN CONTRACT TIME:
Original Phase GMP \$ _____	Original Contract Time _____ Calendar Days
Previous Change Order No. _____ to No. _____ \$ _____	Net Change from previous Change Orders _____ Calendar Days
Phase GMP prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ Calendar Days
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order _____ Calendar Days
Phase GMP will all approved Change Orders \$ _____	Contract Time with all approved Change Orders _____ Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

<p>RECOMMENDED:</p> <p>By: _____ Consultant (if applicable) Date</p> <p>By: _____ Department Director Date</p> <p>By: _____ Contracts Management Date</p> <p>APPROVED:</p> <p>_____ *County Attorney's Office Date</p>	<p>ACCEPTED</p> <p>By: _____ Jacobs Construction Services Inc. Printed: _____</p> <p>Date Accepted: _____</p> <p>(CORPORATE SEAL)</p>	<p>COUNTY APPROVAL:</p> <p>By: _____ Department Director (Under \$25,000)</p> <p>Date Approved: _____</p> <p>By: _____ County Administration (Under \$50,000)</p> <p>Date Approved: _____</p> <p>By: _____ Chairman Board of County Commissioners (Over \$50,000)</p> <p>Date Approved: _____</p>
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* County Attorney signature needed for over Board level expenditures only

LEE COUNTY PROPOSAL REQUEST

PROPOSAL REQUEST NO. _____

CONTRACT/PROJECT NAME: Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza

CONTRACTOR: Jacobs Construction Services Inc. PROJECT NO. _____

CONTRACT NO. _____ RFQ NO.: RFQ-03-03

CHANGE REQUESTED BY: _____ DATE OF REQUEST _____

Please submit an itemized bid for changes in the Phase GMP and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of the Work)

Attachments: (List attached documents that support description)

CONTRACTOR:

BY: _____

**LEE COUNTY CONSTRUCTION MANAGER AGREEMENT
CONTINGENCY TRANSFER APPROVAL**

NO.: _____

PROJECT NAME: Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza

CONSTRUCTION MANAGER: Jacobs Construction Services Inc. PROJECT NO.: _____

CONTRACT NO.: _____ RFQ NO.: RFO-03-03

TRANSFER REQUESTED BY: _____ DATE OF REQUEST: _____

Upon the completion and execution of this Contingency Transfer by both parties to the Contract the Construction Manager will be authorized to commit contingency funds and proceed with the work described below:

Description:

Purpose of Contingency Transfer:

Attachments:

CONTINGENCY IN PHASE GMP PRICE:

Phase Guaranteed Maximum Price

\$ _____

Original Project Phase Contingency Amount

\$ _____

Previous Phase Contingency Transfers No. ____ to No. _____

\$ _____

Net Increase (Decrease) of this Phase Contingency Transfer

\$ _____

New Project Phase Contingency Amount

\$ _____

It is understood and agreed that the acceptance of this modification by the CONSTRUCTION MANAGER constitutes an accord and satisfaction, and represents an agreement for payment in full for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

ACCEPTED:

APPROVED:

By: _____
Consultant (If Applicable) Date Construction Manager

By: _____
Date Construction Manager

By: _____
Department Director

By: _____
Project Manager

Date Accepted: _____
Date Construction Manager

Date Approved: _____
Department Director

LEE COUNTY CONSTRUCTION CONTRACT
ESTIMATE AND REQUISITION FOR PAYMENT

Date: _____

RFQ No. RFQ-03-03 Contract No.: _____

Project No.: _____

Estimate No.: _____ (Partial Final) for Period _____ to _____

Project Name: Sanibel Bridge & Toll Plaza Reconstruction Along with Cape Coral Toll Plaza

Requisition to be paid from funds of _____ Fund No.: _____

PAYEE: Contractor's Name: Jacobs Construction Services Inc.

INSTRUCTIONS

Mailing Address: _____

Please prepare original to be sent to the Clerk of the Court Finance Office by the Department for partial payment and to County Attorney's Office for final payment. Warrant will be mailed to Contractor's mailing address given, unless special instructions are provided to the immediate left of these instructions.

City & State _____ ZIP CODE _____

Deliver Warrant: Special Instructions - If Other than Mail

Attach a list of names and addresses of all Sub-Contractors, materialmen, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: _____

Date of Original Supplemental Agreement (If applicable): _____

Total Amount of Original Contract \$ _____

Total Amount of Supplemental Agreement No. _____ \$ _____

PLUS:	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____

Total Change Orders ADDING to cost of Contract or Supplemental Agreement \$ _____

LESS:	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____
	Change Order # _____	dated _____	\$ _____

Total Change Orders SUBTRACTING from cost of Contract or Supplemental \$ _____

Less Total Unit Price Amount Not Used Per Final Field Measurements \$ _____

TOTAL OF ABOVE \$ _____

SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the County Finance Office or to Contracts Mgmt must be properly executed and attached to this form before payment will be made.

Total Completed this Requisition \$ _____ Retainage \$ _____

Total Complete to Date (Column F, Sheet 3) \$ _____

Retainage % (Percent required in Contract Documents) \$ _____

Total Earned Less Retainage \$ _____

Less Prior Payments Made \$ _____

Less Liquidated Damages \$ _____

Amount of this Requisition \$ _____

Total Amount Paid to DBE's from above \$ _____

LEE COUNTY CONSTRUCTION CONTRA
PROGRESS PAYMENT CERTIFICATION

Project Name: Sanibel Bridge & Toll Plaza Reconstruction
along with Cape Coral Toll Plaza

RFQ No.: RFQ-03-03

Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed for this Phase, and materials delivered. I further certify that all Sub-Contractors, materialmen or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular Phase of the project. Accordingly, I hereby certify the amount of \$ _____ to the Lee County Board of County Commissioners for a progress payment.

Signed: _____
Contractor

Date: _____
CORPORATE SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2003, by _____

(Print or Type Name)

Who has produced _____
As identification. _____ (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work for this Phase has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$ _____ to the Lee County Board of County Commissioners for progress payment.

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

LEE COUNTY CONSTRUCTION CONTRACT
FINAL PAYMENT CERTIFICATION
AND CONTRACTORS AFFIDAVIT

Project Name: Sanibel Bridge & Toll Plaza Reconstruction
along with Cape Coral Toll Plaza

RFQ No.: RFQ-03-03

Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in the requisition for payment are correct and all work has been performed and materials delivered. This waiver and release of lien is conditioned upon payment of the consideration specified herein. It is not effective until said payment is received. I further certify that the consideration received in exchange for this final waiver and release of lien, when received is designated by the Contractor to be applied to the payment of subcontractors, materialmen, and suppliers who have furnished such services, labor, materials and supplies for which this request for payment is being made. The effect of this release is to quit claim in favor of the Owner, all rights that presently exist or may hereafter accrue to any subcontractor, laborer, supplier, materialman or the undersigned to assert a lien on this project by virtue of any law regarding the rights of a contractor, subcontractor, laborer, supplier or materialmen which they may have to assert a lien or claim against the project.

For warranty and guarantee start date, it is understood and agreed that the date of the final completion for this Phase of the Work shall apply unless otherwise provided in the Certificate of substantial completion at which time the County initiates occupancy or utilizes the Work or designated portion thereof for the use for which it is intended, which ever is first.

Signed: _____
Contractor

Date: _____
CORPORATE SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2003, by _____
(Print or Type Name)

who has produced _____
as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to the Lee County Board of County Commissioners for final payment.

Substantial Completion Date: _____
Final Completion Date: _____

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

APPROVAL RECOMMENDED
By: _____
County Attorney's Office

Date: _____

Alternate No. 2

LEE COUNTY CONSTRUCTION CONTRACT
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No.: _____ RFQ No.: RFQ-03-03 Contract No.: _____

Contract/Project Name(s): Sanibel Bridge & Toll Plaza Reconstruction w/Cape Coral Toll Plaza

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Project Inspector _____ Date _____
Name

Executed by OWNER'S REP. On

CONTRACTOR accepts this Certificate of Substantial Completion on

Date: _____

Date: _____

OWNER'S REPRESENTATIVE (Print)

Jacobs Construction Services Inc.
CONTRACTOR (Print)

By _____
Signature

By _____
Signature

COUNTY accepts this Certificate of Substantial Completion on

Date: _____

DIVISION DIRECTOR (Print)

By _____
Signature

cc: Project Manager
Lee County Sponsoring Dept.
CONTRACTOR
Contracts Management

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER'S REPRESENTATIVE CERTIFICATE OF FINAL COMPLETION

EFFECTIVE DATE: _____

CONSULTANT (If Applicable): _____

PROJECT NAME: Sanibel Bridge & Toll Plaza Reconstruction w/Cape Coral Toll Plaza

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

CONTRACTOR: Jacobs Construction Services Inc.

COUNTY PROJECT MANAGER: Paul Wingard, Dept of Transportation

This is a formal certification that based on observation of the Owner's Representative the above contractor has completed all work for the above project or Phase of the project, as applicable, in conformance with the plans, specifications and provisions established by the Contract Documents.

I recommend that the work be accepted by the Lee County Board of County Commissioners.

SIGNED: _____
Owner's Representative

DATED: _____

cc: Project Manager
Lee County Sponsoring Department
CONTRACTOR
Contracts Management

WARRANTY

Jacobs Construction Services, Inc., 18302 Highwoods Preserve Parkway,
Highwoods Plaza, Suite 200, Tampa FL 33647

Name and Address of Construction Manager (CM)

Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll
Plaza

Project Title

Phase Description

(1) The CM warrants that all labor and materials will conform to the Project Plans and Specifications. The CM further warrants that all materials and equipment will be new, of good quality and free from any defects. For a period of one year following the Phase Substantial Completion Date, the CM agrees to correct or replace as necessary all work found by the Owner to be defective in material and workmanship or not in conformance with the Project Plans and Specifications. CM shall use its best efforts and due diligence to ensure that, during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the contract documents perform all required warranty work in a timely manner and at the sole cost and expense of such warranty providers. Any costs of warranty work which are not borne by a Subcontractor, or by a vendor of materials or equipment for whom CM is responsible, shall be reimbursed by Owner as Project Costs, subject to the Phase GMP for that Phase. The CM shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by the contract documents. Also, the CM shall conduct, jointly with the Owner and the AE, a warranty inspection eleven (11) months after the Phase Substantial Completion Date.

(2) Notwithstanding paragraph (1), the CM disclaims any warranties or representations concerning any new or used materials or equipment provided by Owner for use in the Project.

(3) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. However, CM shall endeavor to secure such warranties from all Subcontractors and vendors, when applicable and appropriate.

(4) CM's warranties shall not apply when a defect is due to: misoperation, operating conditions more severe than those

contemplated in the original design, or a defect in a design or equipment furnished or specified by Owner or others.

(5) CM's work shall be performed without assuming any responsibility or liability for professional design errors, omissions or inconsistencies.

(6) It is furthermore understood that the consideration for the giving of this warranty is the requirement by the general conditions and specifications under which the contract was let that such warranty would be given.

Date: _____

CONSTRUCTION MANAGER

By: _____

Corporate Seal

Attest: _____

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

DISADVANTAGED BUSINESS ENTERPRISE

PARTICIPATION CERTIFICATION

Project No.: _____ RFQ No.: RFQ-03-03 Contract No.: _____

Contract/Project Name(s): Sanibel Bridge & Toll Plaza Reconstruction along with Cape Coral Toll Plaza

This is a formal certification that the below list of Disadvantaged Business Enterprise Sub-Contractor(s) and amount(s) were utilized for this phase of the above project.

<u>DBE SUB-CONTRACTOR</u>	<u>SUB-CONTRACTOR AMT</u>	<u>AMOUNT PAID</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Contractor

Date: _____

cc: Project Manager
Contracts Management

CMO:017
09/25/01

CONTRACTOR PERFORMANCE EVALUATION

Contractor Name: Jacobs Construction Services Inc.

Project Manager: _____ Phone: _____

Project Name: Sanibel Bridge & Toll Plaza Reconstruction along with
Cape Coral Toll Plaza

County Proj. Mgr: Paul Wingard, DOT RFQ No.: RFO-03-03

Notice to Proceed Date: _____ Completion Date: _____

SECTION I
MANAGEMENT AND ORGANIZATION OF THE WORK

- A. Effectiveness of supervision in scheduling the work, organizing construction operations and providing quality control. _____
- B. Negotiation of contract modifications, project recordkeeping and project documentation. _____
- C. Working relationship with department personnel responsible for administration of the contract requirements and inspection of the work. _____

SECTION I TOTAL ()
SECTION I AVERAGE _____

SECTION II
WORK PERFORMANCE

- A. Prosecution of the work. _____
- B. Work effort and product quality control. _____
- C. Scheduling and controlling of construction activities to minimize the impact on traffic through the construction zone, access to adjacent property and protection of the general public. _____
- D. Sufficiency of appropriate equipment to prevent downtime and safe production of a quality product. _____
- E. Compliance with E.E.O., labor, training and on-site safety. _____
- F. Interface with utility companies in adjusting, relocating or installing facilities concurrent with construction. _____
- G. Final completion of the project. _____

SECTION II TOTAL ()
SECTION II AVERAGE _____

CMO:018
09/25/01

CONTRACTOR PERFORMANCE EVALUATION
RATING SCALE

- 0 - Completely Insufficient - uncorrected or uncorrectable problems
- 1 -
- 2 - Poor - Problems and errors resulting in excessive effort, delay or actual damages to County or others; some effort made to remedy problems with active participation by County
- 3 -
- 4 - Below Expectations - Minor but consistent problems usually corrected after identification
- 5 -
- 6 - Acceptable - May encounter rare problems which are quickly remedied
- 7 -
- 8 - Above Expectations - Consistently problem free, complete and of high quality
- 9 -
- 10 - Outstanding - Excellent performance with service often above that specifically defined

PROJECT MANAGER'S REMARKS SUPPORTING GRADES

(Attach Additional Remarks)

Submitted _____
Project Manager Date

CONTRACTOR'S COMMENTS

(Attach Additional Remarks)

Submitted _____
Contractor Signature Date

Approved _____
Department/Division Director Date

cc: Contracts Management
CMO:018
09/25/01

EXHIBIT D

CONSTRUCTION INSPECTION

SCOPE OF SERVICES

FOR

Project Description

Construction Management For Sanibel Bridge and Toll Plaza
Reconstruction and Cape Coral Toll Plaza Reconstruction

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 **PURPOSE:**

This scope of work describes and defines the services, which are required for construction engineering, inspection, materials sampling and testing, and contract administration for the construction projects listed below.

2.0 **SCOPE:**

The Consultant shall be responsible for construction engineering and administrative functions as defined in this Scope of Services and referenced manuals and procedures, which are normally handled by County personnel. The Consultant shall utilize effective control procedures, which will assure that the construction of the project listed below is performed in reasonable conformity with the plans, specifications, and contract provisions for such projects.

The projects for which the services are required is:

Description:	Construction Management For Sanibel Bridge(s) and Toll Plaza Reconstruction and Cape Coral Toll Plaza Reconstruction
County:	Lee

The Consultant shall provide technical and administrative personnel meeting the requirements set forth in Section 9.0 of this Scope of Services in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Agreement are effectively carried out. All services shall be performed in accordance with the established standard procedures and practices for construction engineering inspection and contract administration.

The Consultant will track the execution of the construction contract in order to ensure that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the

duration of the project, the Consultant shall coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

Other projects developing within the area of Lee County may be added at the County's discretion. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CE&I services.

3.0 LENGTH OF SERVICE:

The Consultant services for each Contract shall begin upon written notification to proceed by County.

For estimating purposes the Consultant will be allowed an accumulation of thirty (30) working days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project to begin and thirty (30) calendar days subsequent final acceptance of the Contract to be completed.

The anticipated letting schedules and construction times for the project are tabulated below:

Construction Contract Estimate	
Activity Item	Letting Date (Mo/Day/Yr)
Start Date	12/2003
Start	12/2003
Construction	

4.0 DEFINITIONS:

- A. Construction Project Manager: The County employee assigned to manage the Construction Engineering and

Inspection Contracts. The Construction Project Manager will be in responsible charge and direct control of the projects.

- B. County Professional Services Administrator: The Administrative Head of the Professional Services Office.
- C. Public Information Office: The County's office assigned to manage the Public Information Program.
- D. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- E. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- F. Consultant Contract: The written Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- G. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to manage one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- H. Consultant Project Engineer: The Engineer assigned by the Consultant to manage one or more Construction Projects.
- I. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- J. Contract: The written Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- K. Construction Training/Qualification Program (CTQP): The Florida Department of Transportation, (FDOT) program for training and qualifying technicians in

Aggregates, Concrete, Earthwork, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at CTQP website.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:

A. The Consultant shall submit a request in writing for items needed to the Construction Project Manager.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 County Documents:

All applicable County documents shall be a condition of this Agreement. All County documents, directives, and procedures will be made readily available to the Consultant that relate to this project.

6.2 Office Automation:

The CONSULTANT shall use Microsoft Word 2000 and Microsoft Excel 2000 or latest version available software in order to be compatible with the County's word processing and spreadsheet software.

The Consultant will also furnish computer services/software needed for project scheduling, documentation, and control (Primavera/Suretrak, Claim Digger, etc.).

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Field Office:

The Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of

Services. The Construction Project Manager shall approve the field office location.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be reimbursable to the Consultant.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and can effectively carry out their responsibilities under this agreement. On-site vehicles shall have the name and phone number of the consulting firm visibly displayed.

6.5 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement, and other items as determined by the Construction Project Manager. Quality of such items is to meet the Construction Project Manager's approval.

Hard hats shall have the name of the consulting firm visibly displayed.

Includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Use-cost equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required.

Licensing of Surface Moisture (Nuclear) Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON:

The Consultant shall be fully responsible for carrying out all functions assigned to it by this Agreement on the construction projects. All activities and decisions of the Consultant relating to the projects shall be subject to review by the Construction Project Manager.

These activities and decisions include but are not limited to Consultant Contract administrative duties. Consultant Contract administrative duties relating to Invoice Approval Requests, Time Extension Requests, Contract Amendment Requests, and Supplemental Amendment Requests shall be previewed and approved by the Construction Project Manager.

The Consultant shall coordinate all activities, correspondence, reports, and other communication related to its responsibilities under this Agreement necessary for the Construction Project Manager to carry out his responsibilities.

In the event that the suspension of contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed fourteen (14) days maximum to demobilize, relocate, or terminate such forces.

8.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement and to confirm that construction work and administrative activities are performed in reasonable conformity with plans, specifications, and Contract provisions. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Construction Project Manager. County recommendations and Consultant responses/actions are to be properly documented by the Construction Project Manager. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions

and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Replace personnel whose performance has been determined by the County to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- C. Immediately increase the frequency of job control testing in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of all training conducted by the Consultant.

9.0 **REQUIREMENTS:**

9.1 **General:**

It shall be the responsibility of the Consultant to administer the Contract to assure that the project is constructed in reasonable conformity with the plans, specifications, and Contract provisions.

The Consultant shall observe the Contractor during various operations to ensure the materials and methods used by the Contractor conform to the specifications of the Construction Contract, the designated Standard Specifications, and notes on the plans.

No Consultant under contract with the County to perform construction engineering and inspection or material sampling and testing on a particular project shall subcontract with the Contractor to perform Quality Control activities on the same construction project.

The Consultant shall advise the Construction Project Manager of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken. Work provided by the Consultant shall not relieve the Contractor of

responsibility for the satisfactory performance of the Construction Contract.

9.2 Survey Control:

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items; (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project; and (3) perform incidental engineering surveys.

9.3 Inspection:

The Consultant shall monitor the Contractor's on-site construction operations and inspect materials entering into the work as required to assure that the projects are completed in reasonable conformity with the plans, specifications, and other Construction Contract provisions. The Consultant will monitor all off-site activities and fabrication. The Consultant shall keep accurate records of the Contractor's operations and of significant events that affect the work.

9.4 Testing:

The Consultant shall perform sampling and testing of all component materials and completed work items to the extent that will assure that the materials and workmanship incorporated in each project are in reasonable conformity with the plans, specifications and contract provisions.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, etc. The Consultant shall also be responsible for the quality assurance sampling of reinforcing steel.

The Construction Project Manager will monitor the effectiveness of the Consultant's testing procedures

through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods will be similar to those required by the FDOT Standard Specifications or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by the Construction Project Manager.

The Consultant shall be responsible for transporting samples to be tested in an appropriate laboratory. Responsibility for control of production of Portland Cement Concrete for bridge construction will be assigned to the Contractor. The Consultant will perform Quality Assurance functions to monitor the Contractor's Quality Control for production of concrete at the source.

The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site in regard to concrete and perform acceptance sampling at the specified frequency.

The Consultant will input testing information and data into a computer database.

9.5 Engineering Services:

The Consultant shall perform all engineering services necessary to properly coordinate the activities of all parties involved in completing the project. These include maintaining complete, accurate records of all activities and events relating to the project; properly documenting all significant project changes; interpreting plans, specifications, and Construction Contract provisions; making recommendations to the County to resolve Construction Contract disputes; and maintaining an adequate level of surveillance of Contractor activities. The Consultant shall also perform other management engineering services normally assigned to County personnel that are required to fulfill its responsibilities under this Agreement. Services include, but are not limited to, the following:

- (1) Schedule and attend, within twenty (20) days after the Notice to Proceed, a pre-service conference for the project with the County. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within fourteen (14) days. The Consultant shall submit a list of the project personnel for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within ten (10) days.

- (2) Schedule within fourteen (14) days after the Notice to Proceed, a date to attend a meeting with the County Compliance Officer prior to the Pre-construction Conference. The Senior Project Engineer, Project Engineer and Resident Compliance Officer should attend this meeting. This meeting will be to organize issues relating to EEO compliance, the pre-construction conference, and utilities.
- (3) For interpretations of the plans, specifications, and Contract provisions, the Consultant shall consult with the Construction Project Manager when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the Construction Project Manager may request an interpretation from the Consultant Design Engineer. The Construction Project Manager shall coordinate all requests for involvement of the Consultant Design Engineer.
- (4) Analyze problems that arise on the project and proposals submitted by the Contractor and prepare and submit a

recommendation to the Construction Project Manager.

- (5) Analyze changes to the plans, specifications, or Construction Contract provisions and extra work which appear to be necessary to carry out the intent of the Contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original Construction Contract. Recommend such changes to the Construction Project Manager for approval.
- (6) Analyze major problems that arise on the project and prepare a recommendation to the Construction Project Manager.
- (7) Assist appropriate County offices with preparing for arbitration hearings, Dispute Review Boards, or litigation that may occur during Consultant Contract time in connection with the project covered by this Agreement.
- (8) Ensure the CONTRACTOR is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with and perform all inspections, reporting and monitoring according to requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by the FDOT.

- (9) Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations.
- (10) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report.
- (11) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

10.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each with respect to salary, education, and experience. This information should be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Cross training of the Consultant's project staff is highly recommended to ensure a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual

basis. The County Construction Engineer or designee will have the final approval authority.

SENIOR PROJECT ENGINEER - A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience (two (2) years of which are in major road and bridge construction), or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with industry standards. Also must have the following:

Qualification:

FDOT Advanced MOT

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

Construction Manager - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or eight (8) years of responsible and related engineering experience (two (2) years of which involved construction of major road and bridge structures). Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Should have knowledge of the FDOT Field Standards. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

Final Estimates Representative - A Civil Engineering Degree or High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in the following project related duties (i.e., test data entry, progress and final estimates, EEO compliance, supplemental agreement processing, etc.) or a Civil Engineering degree and completion of the Final Estimates Preparation Seminar. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with industry procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become trained in Multi-Line, Engineering Menu, and complete the State's Final Estimate Self Study course.

OFFICE MANAGER - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed the following office related duties (i.e., test data entry, progress and final estimates, EEO compliance, Supplemental Agreement processing, etc.). Ability to type at a rate of 35 correct, words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Engineer in office related duties (i.e., test data entry, progress, and final estimates, EEO compliance, Supplemental Agreement Processing, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the

compliance officer in monitoring the project. Should have prior experience in transportation construction projects and knowledge of EEO/AA laws, DBE, and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must spend time at the County Compliance Office as determined necessary.

SENIOR INSPECTOR/ASSISTANT Construction Manager - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge, and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (major bridge only)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Advanced MOT

Certifications:

Nuclear Radiation Safety
E.I.T. Certificate (if applicable)

or a Civil Engineering degree and one (1) year of road & bridge CEI experience. Civil Engineering graduates must earn additional required qualifications as soon as classes are available, but no later than within one year. (Note: Assistant Project Engineer classification requires one (1) year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing

the lower level inspectors. Work is performed under the general supervision of the Project Engineer.

INSPECTOR - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable)

Certifications:

Nuclear Radiation Safety
E.I.T. Certificate (If applicable)

or a Civil Engineering degree. Civil Engineering graduates must earn additional required qualifications as soon as classes are available. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

ASPHALT PLANT INSPECTOR - High School graduate or equivalent plus six (6) months experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II

Certifications:

None

INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

SECRETARY/CLERK TYPIST - High school graduate or equivalent. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

ENVIRONMENTAL SPECIALIST - A bachelors degree with a major in one of the physical or natural sciences or engineering and one (1) year of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering; or a doctorate in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, and analytical techniques of the physical or natural sciences, data collection, and analysis principles and procedures. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

10.3 **Staffing:**

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Contract has been paid off.

Proposed staff, including qualifications, must be submitted to the County. These will be previewed and approved by the Construction Project Manager. Previously approved staff, whose performance is unsatisfactory, should be replaced by the Consultant within two weeks of County notification. Personnel identified in the Consultant technical proposal are expected to be assigned as proposed and should be

committed to performing services under this Consultant Agreement.

As Contractor operations on a Contract diminish, the Consultant shall appropriately reduce the personnel it has assigned to that project. Construction engineering and inspection forces are required of the Consultant at all times while the Contractor is working on the Contract, but if Contractor operations stop, the Consultant shall reduce its forces accordingly.

Consultant personnel adjustments recommended by the Construction Project Manager will be accomplished within two weeks of notification. The Consultant will be allowed a maximum of twenty (20) days to demobilize, relocate, or terminate its forces in the event conditions occur that require removing Consultant forces from the project.

11.0 QUALITY ASSURANCE PROGRAM:

11.1 Quality Reviews:

The Consultant shall conduct semi-annual reviews to make certain his own organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Contract. Quality Reviews shall also be developed and performed to assure compliance with specific QA provisions contained in this Contract. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

The CCEI should perform an initial QA review on its asphalt inspection staff after the Contractor has completed 10 full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to ensure all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.2 **Quality Assurance Plan:**

Within thirty (30) days after receiving award of a Contract, the Consultant shall furnish a Quality Assurance Plan to the County. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instruction to his organization to assure conformance with the Contract. Unless specifically waived, no payment shall be made until the County approves the Consultant Quality Assurance Plan.

Significant changes to the work requirements may require the Consultant to revise his Quality Assurance Plan. It shall be the responsibility of the Consultant to keep his plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. **Organization:**

A description is required of the Consultant Quality Assurance Organization and its functional relationship to the part of the organization performing the work under the Contract. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. **Quality Reviews:**

The Consultant QA shall detail the methods used to monitor and assure organization compliance with Contract requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records that will be generated and maintained during the execution of his QA program.

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization in providing services and products under this Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the County, upon request, during the Contract term. All records shall be kept at the primary job site.

CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Contract Documents and Consultants approved Q.C. Plan.

Submit the Final Estimate and three sets of final as built plans (one record set with two copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or

12.0 CONSULTANT CONTRACT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Contract Status Report for the Consultant Contract. This report will supply the Consultant Senior Project Engineer's accounting of the additional Contract calendar days allowed to date, an estimate of the additional Contract calendar days anticipated to be added to the original Contract schedule time, an estimate of the Contract completion date, and an estimate of the Consultant funds expiration

date per Consultant Contract schedule for the prime Consultant and for each subconsultant.

- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Consultant Contract, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs prior to a Funds Expiration Condition (FEC) (consistent with and in accordance with the Contract Status Report) and shall allow the County adequate time to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.
- (3) When the Consultant identifies a condition that will require a Supplemental Amendment to the Consultant Contract, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to both the Construction Project Manager for approval and further processing. The Consultant shall submit SARs prior to a Funds Expiration Condition (FEC) (consistent with and in accordance with the Contract Status Report) and shall allow the County adequate time to process, approve, and execute the SAR.
- (4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the County.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the

County, no later than the month following the month being invoiced.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer should notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices will be submitted to the County in electronic and hard copy formats in accordance with County procedures.

A Final Invoice will be submitted to the County no later than the month following Final Acceptance of the individual project phase.

13.0 SUBCONSULTANT SERVICES:

Upon written approval by the Construction Project Manager and the County, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

14.0 OTHER SERVICES:

Upon written authorization by the County Construction Engineer, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occur during the Consultant Contract time in connection with the project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Contract.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor for the project submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, at the written request from the County, analyze the claim, prepare a recommendation to the County covering validity and reasonableness of charges, and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a Supplement to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

EXHIBIT E

SUPPLEMENTAL AGREEMENT (SAMPLE FORM)

SUPPLEMENTAL AGREEMENT NO. _____

This Supplemental Agreement (hereinafter, "SA") is made and entered into this _____ day of _____, 20____ by and between **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter, "Owner"), and **JACOBS CONSTRUCTION SERVICES, INC.**, a Delaware corporation, and licensed to conduct business in the State of Florida (hereinafter, "CM").

W I T N E S S E T H:

WHEREAS, Owner and CM have entered into an "Agreement Between Owner And Construction Manager" (hereinafter, the "Agreement") for construction management services for the Sanibel Bridges and Toll Plaza Reconstruction as well as the Cape Coral Toll Plaza Reconstruction; and

WHEREAS, capitalized terms used herein shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement contemplates that the Project shall be undertaken in separate discrete Phases, and that a Supplemental Agreement shall be used to authorize and govern all work of a Phase; and

WHEREAS, as contemplated in the Agreement, the work authorized by this SA is governed by the terms of the Agreement, as supplemented by the terms of this SA;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1.
SCOPE OF WORK**

1.1 Phase Description. The Phase of the Project authorized by this SA is described in summary form as follows:

1.2 Project Plans and Specifications. The Project Plans and Specifications that describe and define the work of this Phase are listed in Appendix 1, attached hereto and incorporated herein.

1.3 Authorization. The CM is authorized to commence with performance of this Phase upon the Construction Commencement Date or the effective date of this SA, whichever occurs later (in either case, referred to hereinafter as the "Commencement Date").

**ARTICLE 2.
COMPENSATION**

2.1 Phase GMP. Subject to adjustments provided for in the Agreement, the Phase GMP is established as _____ Dollars (\$_____). [ref. Agreement Subparagraph 3.01(2)(a)]

2.2 Phase CM Fee. Based upon the Phase GMP and the 6% CM Fee, the Phase CM Fee is established as _____ Dollars (\$_____) and is subject to adjustments as provided for in the Agreement. [ref. Agreement Subparagraph 3.01(2)(a)]

2.3 Construction Inspection Services. The not-to-exceed limit for the cost of Construction Inspection Services on this Phase is _____ Dollars (\$_____). [ref. Agreement Paragraph 3.01(3)]

2.4 Phase Schedule Extension Fees. In the event that the Phase Schedule is extended by agreement of Owner and CM due to changes in the Phase requested by Owner, CM shall be entitled to \$_____ and daily rate of \$_____, without duplicating any portion of a fee increase as calculated in Section 3.02 of the Agreement for additional work which may have extended the Phase Schedule. [ref. Agreement Section 3.03]

2.5 Contingency Reversion Schedule. The contingency reversion schedule applicable for this Phase is set forth in Appendix 2, attached hereto and incorporated herein. [ref. Agreement Paragraph 4.03(4)]

**ARTICLE 3.
PHASE SCHEDULE**

3.1 Phase Schedule. The Phase Schedule applicable for this Phase is set forth in Appendix 3, attached hereto and incorporated herein.

3.2 Liquidated Damages. Place an "X" in the space below and to the left, as applicable.

_____ Schedule based liquidated damages are agreed upon for this Phase. If the CM fails to achieve Phase Substantial Completion on or before the Phase Substantial Completion Date, the CM shall be liable for liquidated damages in the amount of

\$ _____ per calendar day for each day Substantial Completion is extended beyond the Phase Substantial Completion Date, subject to an aggregate limit of \$ _____.

_____ No schedule based liquidated damages shall apply for this Phase.

[ref. Agreement Paragraph 4.06(1)]

3.3 Schedule Bonus. If schedule based liquidated damages are agreed upon for this Phase, then an early completion bonus will also apply for this Phase. Place an "X" in the space below and to the left, as applicable.

_____ An early completion bonus is agreed upon for this Phase. If the CM achieves Phase Substantial Completion before the Phase Substantial Completion Date, the Owner shall pay CM a schedule bonus in the amount of \$ _____ per calendar day for each day Substantial Completion is achieved in advance of the Phase Substantial Completion Date, subject to an aggregate limit of \$ _____.

_____ No early completion bonus shall apply for this Phase.

[ref. Agreement Paragraph 4.06(1)]

**ARTICLE 4.
OTHER SUPPLEMENTAL TERMS**

4.1 General. For purposes of this Phase, the terms of the Agreement are further supplemented as follows (if there are no other supplemental terms, insert "NONE" below):

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement effective as of the date first noted above.

JACOBS CONSTRUCTION SERVICES, INC.

By: _____

Title: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA**

Attest: Clerk of the Board

By: _____
Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant County Attorney

APPENDIX 1
TO
SUPPLEMENTAL AGREEMENT NO. _____

PROJECT PLANS AND SPECIFICATIONS

The Project Plans and Specifications that describe and define the work of this Phase are as follows:

APPENDIX 2
TO
SUPPLEMENTAL AGREEMENT NO. _____

CONTINGENCY REVERSION SCHEDULE

APPENDIX 3
TO
SUPPLEMENTAL AGREEMENT NO. _____

PHASE SCHEDULE

Milestone

Calendar Days After Commencement Date

Substantial Completion

Final Completion

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000381792-03**PRODUCER**Marsh Risk & Insurance Services
License#: 0437153
777 S. Figueroa Street
Los Angeles, CA 90017-5822
Attn: Reginald Sutton (213) 346-5257 Fax (213) 346-5886

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGECOMPANY
A N/ACOMPANY
B ACE American Insurance CompanyCOMPANY
C Columbia Casualty CompanyCOMPANY
D N/A

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INSUREDJACOBS CONSTRUCTORS SERVICES, INC.
FNA JACOBS SVERDRUP CONSTRUCTORS, INC.
5750 MAJOR BLVD., STE. 500
ORLANDO, FL 32799**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	HDO G20590038	07/01/03	07/01/04	GENERAL AGGREGATE \$ 7,500,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 7,500,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 7,500,000	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 7,500,000	
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 250,000	
					MED EXP (Any one person) \$	
B	AUTOMOBILE LIABILITY	ISA H07850839	07/01/03	07/01/04	COMBINED SINGLE LIMIT \$ 7,500,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$	
					EACH ACCIDENT \$	
					AGGREGATE \$	
C	EXCESS LIABILITY	QF070103	07/01/03	07/01/04	EACH OCCURRENCE \$ 2,500,000	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 2,500,000	
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SCF C43524549 (W)	07/01/03	07/01/04	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS	
		WLR C43524628 (AOS)	07/01/03	07/01/04	<input type="checkbox"/> OTHER	
		THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	'EXCEPT MONOPOLISTIC (TX, LA & OH) PERMISSABLY			EL EACH ACCIDENT \$ 5,000,000
		OTHER			EL DISEASE-POLICY LIMIT \$ 5,000,000	
					EL DISEASE-EACH EMPLOYEE \$ 5,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CONTRACT NO. RFQ 03-03; PROPOSAL NO. H1X0007B. TO PROVIDE CAA SERVICES FOR THE CONSTRUCTION OF 3 BRIDGES, 2 TOLL PLAZAS, & MISC. ROAD WORK.

CERT HOLDER IS ADDED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY & AUTO LIABILITY AS RESPECTS THE NEGLIGENCE OF THE

CERTIFICATE HOLDERLEE COUNTY
ATTN: PAUL WINGARD
P.O. BOX 398
FT. MYERS, FL 33902**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: John F Wesley

MM1(3/02)

VALID AS OF: 10/22/03

ADDITIONAL INFORMATION

LOS-000381792-03 DATE (MM/DD/YY) 10/22/03

PRODUCER

Marsh Risk & Insurance Services
License#: 0437153
777 S. Figueroa Street
Los Angeles, CA 90017-5822
Attn: Reginald Sutton (213) 346-5257 Fax (213) 346-5886

COMPANIES AFFORDING COVERAGE

COMPANY

E

COMPANY

F

38408 -Renew-CAS-03/04 ORLAN FL JCS DCOX 10_06

INSURED

JACOBS CONSTRUCTORS SERVICES, INC.
FNA JACOBS SVERDRUP CONSTRUCTORS, INC.
5750 MAJOR BLVD., STE. 500
ORLANDO, FL 32799

COMPANY

G

COMPANY

H

TEXT

CONTINUED FROM DESCRIPTION SECTION:

INSURED IN THE PERFORMANCE OF INSURED'S SERVICES TO CERT HOLDER UNDER CONTRACT FOR CAPTIONED WORK.

THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.

CERTIFICATE HOLDER

LEE COUNTY
ATTN: PAUL WINGARD
P.O. BOX 398
FT. MYERS, FL 33902

MARSH USA INC. BY

John F Wesley 