

Except as provided in the Draft Project Agreement, the Project Company's sole compensation for the performance of the Contract Services will be the Construction Milestone Payment, the Moveable FF&E Payment and periodic Service Fee payments made in the manner described in the Draft Project Agreement. Given the performance-based nature of the Project Agreement, the Service Fee will be made upon a demonstration that the Contract Services have been satisfactorily performed. Further information on the Service Fee structure, including deductions and incentives, is provided in Article 16 of the Draft Project Agreement and Appendix 11 to the Draft Project Agreement.

2.5.2 Form of Proposed Project Agreement

A form of the Draft Project Agreement is provided in Schedule 2. The Draft Project Agreement sets forth the intended risks, responsibilities and obligations of the Project Company in performing the Contract Services and delivering the Project. Proposers are encouraged to provide detailed written comments on any major or significant issues identified in the Draft Project Agreement during the Individual Meeting process described in Section 3.4.8 of this RFP. Based on its assessment of comments from all Proposers, the County, in its sole discretion, may make modifications to the Draft Project Agreement and issue Addenda containing such modifications prior to the Technical Proposal Submittal Date. The final Draft Project Agreement will serve as the basis for all Proposals.

2.5.3 Demolition Work

The County expects that the demolition of the Existing Facilities and other site preparation work to be performed at the Project Site will be part of the Design-Build Work, as contemplated in the Draft Project Agreement. The County anticipates removing approximately 90% of the existing furniture and equipment from the Existing Facilities. The Project Company will be responsible for the removal and disposal of any remaining furniture and equipment. The County plans to vacate the Existing Facilities and relocate current County operations to other County facilities by June 1, 2019, in anticipation of the demolition and construction work associated with the Project.

2.5.4 Future County Office Facilities

The Project is the first phase of a larger plan to develop the Project Site into a new, large and prominent civic space for the County. The future development plans for the Project Site anticipate the expansion of the Parking Structure to approximately 1,200 spaces and the construction of two additional executive government office buildings, each approximately 200,000 square feet in size. Proposers should reflect such future development plans on the Project Site in their conceptual project site plan required by Section 2-1-6 of Package B-1 of Schedule 1, and show where these new buildings and parking improvements might be located, and provide the related and supporting traffic flow, roadwork and landscaping information. The new office buildings shall not be taller than the New Courthouse. The resulting overall Project Site design and development should enhance and support the prominence of the New Courthouse. Only the first additional Future County Office Facility should be considered in sizing utilities.

2.6 Role of the County

In accordance with the Draft Project Agreement, the responsibilities of the County are expected to include the following:

- (a) Performing reviews of designs, plans and procedures developed by the Project Company in accordance with the Project Agreement;