



**AGREEMENT BETWEEN BROWARD COUNTY AND MATTHEWS HOLDINGS SOUTHWEST, INC.
FOR DESIGN SERVICES FOR BROWARD COUNTY CONVENTION CENTER EXPANSION AND
HEADQUARTERS HOTEL PROJECT
(RFP/RLI # N1337414R3)**

This is an Agreement ("**Agreement**"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("**County**") and Matthews Holdings Southwest, Inc., a Texas corporation ("**Developer**"), (collectively referred to as the "**Parties**").

WHEREAS, pursuant to the County issuing Request for Letters of Interest ("**RLI**") No. N1337414R3 dated October 29, 2015, the County sought and received final proposal from a short-listed group of qualified developers interested in entering into an arrangement with the County for the purpose of redeveloping County owned property with a Convention Center Expansion and Headquarters Hotel Project (both as defined in the RLI); and

WHEREAS, the Broward County Commission, acting as a Direct Procurement Authority ("**DPA**"), authorized County staff to enter into negotiations with Developer to implement the Project in accordance with the parameters set forth in the RLI process, including, without limitation, a Comprehensive Agreement (as defined in the Predevelopment Agreement (as hereinafter defined)); and

WHEREAS, County, through its Board of County Commissioners, approved a Pre-Development Agreement on August 16, 2016 (the "**Predevelopment Agreement**") which authorized Developer to commence certain design activities and other tasks related to the Convention Center Expansion and Headquarters Hotel Project; and

WHEREAS, the Parties desire to enter into an agreement for design services with respect to the Convention Center Expansion and to add additional design activities and other tasks and to increase the amount of the Reimbursable Expenditures in furtherance of the Convention Center Expansion and Headquarters Hotel Project;

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Additional Services:** As defined in Section 6.1
- 1.2 **Affected Party:** As defined in Section 10.33.

- 1.3 **Agreement**: As defined in the introductory paragraph.
- 1.4 **Basic Services**: As defined in Section 3.1.
- 1.5 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.6 **City**: As defined in Section 3.5.
- 1.7 **Contract Administrator**: The Director of Department, or Assistant Director of the Public Works Department, who is the representative of County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.8 **County Administrator**: The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.9 **County Attorney**: The chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.10 **Developer**: As defined in the introductory paragraph.
- 1.11 **FAR**: As defined in Section 5.2.
- 1.12 **Force Majeure**: an event beyond the control of the Developer or County, which prevents either from complying with any of its obligations under this Agreement, including but not limited to: (i) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, hurricanes, tropical storms and floods); (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war; (iv) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (v) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the supplier or of his Subconsultant; or (vi) acts or threats of terrorism.
- 1.13 **Notice To Proceed**: A written authorization to proceed with any phase or task related to the Basic Services or separate Work Authorization, issued by the Contract Administrator.
- 1.14 **Project**: Broward County Convention Center Expansion and Headquarters Hotel Project as described in the RLI, as amended. The County Convention Center Expansion portion of the Project is hereinafter called "**Project A**" and is the primary subject of this Agreement; the Headquarters Hotel Project is hereinafter called "**Project B**".

1.15 **RLI**: As defined in the recitals.

1.16 **Scope of Services**: As defined in Section 3.1.

1.17 **Subconsultant**: A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Developer for all or any portion of the services under this Agreement.

1.18 **Trade Secret Materials**: As defined in Section 10.3.

ARTICLE 2. PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective Parties hereto, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 County has budgeted funds for the Basic Services in an amount sufficient to fully pay the amounts set forth herein. The Parties acknowledges and agrees that the Basic Services will be funded with County funds.

2.2 Negotiations pertaining to the services to be performed by Developer were undertaken with Developer, and this Agreement incorporates the results of such negotiations.

ARTICLE 3. SCOPE OF SERVICES

3.1 Developer's services shall consist of the phases set forth in Exhibit A – Scope of Work, attached hereto and made a part hereof, and includes civil, structural, mechanical, and electrical engineering, architectural services, and other professional design, surveying or investigative services, as applicable for Project A (collectively referred to as the "**Basic Services**" or "**Scope of Services**"). Developer shall provide or cause to provide all necessary services as set forth in Exhibit A including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in Developer's level of effort.

3.2 The Scope of Services does not delineate every detail and minor work task required to be performed by Developer to complete Project A. If, during the course of the performance of the services included in this Agreement, Developer determines that work should be performed to complete the Basic Services which is in Developer's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Developer shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If

Developer proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Developer to perform the work. Performance of work by Developer outside the originally anticipated level of effort without prior written County approval is at Developer's sole risk.

3.3 Exhibit A is for the first portion of services related to Project A and that additional negotiations will be required for subsequent phases or for Optional Services and other additional services except as otherwise provided herein. Subject to the provisions of Article 6, County and Developer may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project A.

3.4 Developer shall pay its Subconsultants and suppliers providing services under this Agreement within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Developer agrees that if it withholds an amount as retainage from a Subconsultant or supplier, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Developer demonstrates timely payments of sums due to all its Subconsultants and suppliers.

3.5 The Parties acknowledge and agree that the Scope of Services does not include the following: (i) mobilization or construction of any portion of the Project, such construction which the Parties acknowledge will be governed under a separate written agreement; or (ii) the design, permitting, or construction of Project B, such design, permitting and construction which is governed under the Predevelopment Agreement and a subsequent agreement to be entered into with respect to Project B (provided, however, that (a) Developer acknowledges that in providing the Basic Services, it shall coordinate the same with the similar services required to be performed with respect to Project B and (b) County shall have no financial responsibility for the design or permitting of Project B). The Parties further agree that the cost of the Scope of Services is based upon the clarifications and assumptions attached hereto as Exhibit E.

ARTICLE 4. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

4.1 Developer shall perform the services described in Exhibit A within the time periods specified in Exhibit A; said time periods shall commence from the date of the Notice to Proceed for such services.

4.2 Prior to beginning the performance of any services under this Agreement, Developer must receive a Notice to Proceed. Developer must receive a Notice to Proceed from the Contract Administrator prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting approval for Developer to proceed to a subsequent phase, the

Contract Administrator may, at his or her sole option, require Developer to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator’s review.

4.3 In the event Developer is unable to complete the above services because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over Project A, and such delays are not the fault of Developer, or because of delays which were caused by factors outside the control of Developer or Force Majeure, County shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Developer to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Developer for the performance of services identified in Exhibit A or pursuant to an Optional Services Work Authorization that are payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2. Developer shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above or in the applicable Work Authorization.

5.1.2 Lump Sum Compensation. Compensation to Developer for the performance of all services identified in Exhibit A that are payable on a “Lump Sum” basis, and as otherwise required by this Agreement, shall be not more than the lump sum amounts indicated for the work for the following work elements:

Work Element	Lump Sum Fee
Exhibit A.1 - Scope Of Work For Project Concept Development & Schematic Design	\$[5,207,825]
Exhibit A.2 - Scope Of Work For Enabling Project Site Investigation & Documentation	\$[715,282]
Exhibit A.2 - Scope Of Work For Enabling Project No. 1, Central Energy Plant Design	\$[2,972,030]
Exhibit A.2 - Scope Of Work For Enabling Project No. 2, Parking Facility Modifications	\$[2,507,178]
Exhibit A.2 - Scope Of Work For Enabling Project No. 3, 18 th Street Modifications	\$[531,473]

Total Lump Sum Fee	\$ _____
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Compensation to Developer for performance of Optional Services pursuant to a Work Authorization that are payable on a Lump Sum basis shall be set forth in the Work Authorization for such Optional Services.

5.1.3 Optional Services. County has established an amount of \$ _____ for potential Optional Services which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County. A Work Authorization for Optional Services shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum or combination thereof, applicable to that Work Authorization.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$ _____ for potential reimbursable expenses which may be utilized pursuant to Section 5.3, an anticipated schedule of which is attached hereto as Exhibit __. Unused amounts of those monies established for reimbursable expenses shall be retained by County and the County Administrator may reallocated between line items listed on Exhibit __ in the County Administrator’s discretion.

5.1.5 Salary Rate. The maximum hourly rates payable by County for each of Developer's and Subconsultant’s employee categories are shown on Exhibit B and are further described in Section 5.2. County shall not pay Developer any additional sum for reimbursable expenses, additional or Optional Services, if any, unless otherwise stated in Section 5.3 and Article 6 or as may be agreed upon in a Work Authorization.

If, for services designated as payable on a Maximum Amount Not-To-Exceed, Developer has "lump sum" agreements with any Subconsultant(s), then Developer shall bill all "lump sum" Subconsultant fees with no "markup." Likewise, Developer shall bill, with no mark-up, all maximum not to exceed Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant fees shall be billed in the actual amount paid by Developer.

5.1.6 Phased Payments. Payments for Basic Services shall be paid out pursuant to the project phasing specified in Exhibit A and in accordance with the percentage amount set forth below. The retainage amount set forth in Section 5.5 shall be applied to the percentage amount for each phase stated herein.

**Exhibit A.1 - Scope Of Work
For Project Concept Development & Schematic Design**

Project Phase	Fee %	Fee Amount/Phase
Programming Phase	___%	\$ _____
Conceptual Design Phase	___%	\$ _____
Schematic Design Phase	___%	\$ _____
Total Lump Sum Fee	100%	\$ _____

Exhibit A.2 - Scope Of Work

For Enabling Project Site Investigation & Documentation

Project Phase	Fee %	Fee Amount/Phase
Total Lump Sum Fee	100%	\$ _____

Exhibit A.2 - Scope Of Work

For Enabling Project No. 1, Central Energy Plant Design

Project Phase	Fee %	Fee Amount/Phase
Project Development Conference	___%	\$ _____
Schematic Design Phase	___%	\$ _____
Design Development Phase	___%	\$ _____
50% Construction Documents Phase	___%	\$ _____
100% Construction Documents Phase	___%	\$ _____
Total Lump Sum Fee	100%	\$ _____

Exhibit A.2 - Scope Of Work

For Enabling Project No. 2, Parking Facility Modifications

Project Phase	Fee %	Fee Amount/Phase
Project Development Conference	___%	\$ _____
Schematic Design Phase	___%	\$ _____
Design Development Phase	___%	\$ _____
50% Construction Documents Phase	___%	\$ _____
100% Construction Documents Phase	___%	\$ _____
Total Lump Sum Fee	100%	\$ _____

Exhibit A.2 - Scope Of Work

For Enabling Project No. 3, 18th Street Modifications

Project Phase	Fee %	Fee Amount/Phase
Project Development Conference	___%	\$ _____
Schematic Design Phase	___%	\$ _____
Design Development Phase	___%	\$ _____
50% Construction Documents Phase	___%	\$ _____
100% Construction Documents Phase	___%	\$ _____
Total Lump Sum Fee	100%	\$ _____

5.1.7 The dollar limitation set forth in Sections 5.1 is a limitation upon, and describes the maximum extent of, County's obligation to Developer, but does not constitute a limitation, of any sort, upon Developer's obligation to incur such expenses in the performance of services hereunder.

5.2 **SALARY COSTS.** The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on Project A, as adjusted by an overall multiplier which

consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating profit margin as set forth on Exhibit B. Said Salary Costs are to be used only for time directly attributable to Project A. The fringe benefit and overhead factors shall be certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("**FAR**") guidelines. Said certification shall be dated within one hundred eighty (180) days after Developer's most recently completed fiscal year. If the certification is not available at the time of contracting, the certification shall be provided when it becomes available; provided, however, Developer certifies that the rates and factors set forth herein are accurate, complete, and consistent with the FAR guidelines at the time of contracting.

5.2.1 Developer shall require all of its Subconsultants to comply with the requirements of Section 5.2. Subconsultants may be exempted from the FAR audit requirements of Section 5.2 upon application to, and written approval by, the County Auditor.

5.2.2 Salary Costs for Developer and Subconsultants as shown in Exhibit B are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for the Developer or any Subconsultant, the Developer shall reimburse the County based upon the actual costs determined by the audit.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon the Developer's "home office" rates. Should it become appropriate during the course of the agreement that a "field office" rate be applied, then it is incumbent upon the Developer to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and invoice the County accordingly.

5.2.4 The total hours payable by the County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours in any week. In no event shall Developer be paid additional compensation for exempt employees. In the event the work requires non-exempt personnel to work in excess of 40 hours per week (overtime), any additional hours must be authorized in advance, in writing, by the Contract Administrator. In such an event, Salary Costs for overtime hours shall be payable at no more than one and one half of the maximum hourly rate as shown on Exhibit B, adjusted by a multiplier reflective of applicable overhead and fringe costs, if any, and the agreed upon operating profit margin.

5.3 **REIMBURSABLES.** For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to Project A permitted under this Agreement, Developer agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable Subconsultant expenses are limited as described herein when the Subconsultant agreement provides for reimbursable expenses. With respect to any permitting fees, Developer may submit an estimate of such permitting fees to the County within twenty (20) days of the anticipated payment of the same to the governmental body issuing such permit and County shall

use reasonable efforts to pay such permitting and design fees to Developer prior to submitting an application for the same. In the event such estimate is less than the actual cost of the design and permit fees for the Project, Developer shall be reimbursed in an amount equal to such deficiency; in the event such estimate is more than the actual cost of the design and permit fees for the Project, Developer shall reimburse the County in an amount equal to such excess.

5.4 METHOD OF BILLING

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Developer shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to Project A. Each billing shall be inclusive of all Developer and Subconsultant charges. Separate billings by Subconsultants will not be accepted by Contract Administrator. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Subconsultant fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to Project A. Subsequent addition of the identifier to the invoice or receipt by Developer is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Developer's cost accounting forms with a summary of charges by category. When requested, Developer shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Developer shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. Each billing shall be inclusive of all Developer and Subconsultant charges. Separate billings by Subconsultants will not be accepted by Contract Administrator. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Developer shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 METHOD OF PAYMENT

5.5.1 County shall pay Developer within thirty (30) calendar days from receipt of Developer's proper statement, as defined by County's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Basic Services are fifty percent (50%) complete and upon written request by Developer and written approval by the Contract Administrator that services for Project A are progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements.

5.5.2 Upon Developer's satisfactory completion of each phase and after the Contract Administrator's review and approval, County shall remit to Developer that ten percent (10%) or five percent (5%) portion of the amounts previously withheld.

5.5.3 Payment will be made to Developer at the following address or made by wire transfer to an account identified by Developer:

Matthews Southwest
320 W Main Street
Lewisville, Texas 75057

Att: David Snell, Vice President Real Estate

ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

6.1 County or Developer may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement ("**Additional Services**"). Such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement, including the initiation of any Additional Services.

6.2 Costs of Additional Services identified by the Contract Administrator during the life of this Agreement and as contained in a written amendment will be compensated on Maximum Amount Not-To-Exceed basis, an agreed upon lump sum, or as a reimbursable as provided in Article 5. Additional Services authorized by the Contract Administrator shall include a required completion date for Developer's performance of those Additional Services.

6.3 In the event a dispute between the Contract Administrator and Developer arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and Developer, such dispute shall be promptly presented to County's Director of Purchasing for resolution. If the Director of Purchasing is unable to resolve such dispute, then the Parties shall be permitted to resolve such dispute in accordance with Section 10.26 of this Agreement. The resolution shall be set forth in a written document in

accordance with Section 6.1 above, if applicable. During the pendency of any dispute, Developer shall promptly perform the disputed services provided that Developer has been paid all sums then currently due under this Agreement.

6.4 Developer may, at the Contract Administrator's discretion, be authorized to perform Optional Services, up to the maximum fee amount established for Optional Services under Article 5.1.3. Any Optional Services to be performed by Developer pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization" in accordance with this article. Prior to issuing a Work Authorization, the Contract Administrator must provide the Office of the County Attorney with the written description of the work to be undertaken as required by Section 6.4.4.1 and must obtain a written concurrence from the Office of the County Attorney that the work proposed to be performed pursuant to the Work Authorization is within the scope of services of this Agreement.

6.4.1 Before any Optional Service is commenced pursuant to a Work Authorization, Developer shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service, which estimate shall be reviewed by Contract Administrator and a final amount for Developer's compensation shall be approved as follows:

6.4.1.1 Work Authorizations that will cost County not more than Five Hundred Thousand Dollars (\$500,000.00) in the aggregate may be signed by Contract Administrator and Developer.

6.4.1.3 Any Work Authorization above Contract Administrator's authority in subsection 6.4.1.1 must be approved by the Board.

6.4.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Developer shall not commence such work until after receipt of the Notice to Proceed.

6.4.3 Any modifications to a Work Authorization shall require an amended Work Authorization approved by the Contract Administrator, Purchasing Director, or Board in accordance with the dollar limitations set forth above.

6.4.4 All Work Authorizations shall be in the appropriate form (Exhibit E) and shall contain, as a minimum, the following information and requirements:

6.4.4.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by Developer), a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

6.4.4.2 A budget establishing the amount of compensation and whether such compensation shall be paid on a Maximum Not-To-Exceed, Lump Sum, or other basis. The budget shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of County is obtained. In the event County does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of Developer, the authorization shall be terminated, and Developer shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

6.4.4.3 A time established for completion of the work or services undertaken by Developer or for the submission to County of documents, reports, and other information pursuant to this Agreement.

6.4.4.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

6.4.4.5 Work Authorizations shall be dated, serially numbered, and signed.

ARTICLE 7. COUNTY'S RESPONSIBILITIES

7.1 County shall assist Developer by placing at Developer's disposal all information County has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

7.2 County shall arrange for access to, and make all provisions for, Developer to enter upon public and private property as required for Developer to perform its services on a timely basis and for the necessary duration.

7.3 County shall review the itemized deliverables/documents identified in Exhibit A of Developer and provide all County required services, information, decisions and responses or perform any other duties or actions, in writing, as may be applicable, within the time set forth in Exhibit A.

7.4 County shall give prompt written notice to Developer whenever County observes or otherwise becomes aware of any development that affects the scope or timing of Developer's services hereunder, whether Basic Services, Option Services, or Additional Services.

ARTICLE 8. INSURANCE

8.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

8.2 Developer shall maintain, at its sole expense, at all times during the term of this Agreement, at least the minimum insurance coverage that the Developer is required to purchase and is designated in the Exhibit __ attached hereto and incorporated herein by reference. Builders Risk insurance shall not be required during the term of this Agreement unless and until the Contract Administrator notifies Developer. The specific policies purchased by the County and those required of the Developer shall be determined by the Developer and the Contract Administrator within thirty (30) days from the execution of this Agreement.

8.3 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Developer shall provide notice to the County of any deviations including any endorsements and exclusions upon receipt by the Developer within thirty (30) days of the execution of this Agreement. Developer shall name Broward County as an additional insured on the primary and non-contributory any applicable Business Automobile Liability policy; primary and excess Liability Policy including its Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. Any coverage provided by shall be primary and shall not require contribution from any insurance or self-insurance maintained by Broward County. The official title of the Certificate Holder is "Broward County." This official title shall be used in all insurance documentation.

8.4 Developer shall provide to County proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. Developer shall provide certified copy of any policies required by the Article upon request by County. Coverage is not to cease and is to remain in force until County determines all performance required of Developer is completed. County shall be notified by Developer within ten (10) days of notice to Developer by its insurance carrier of any restriction, reduction, deviation, or cancellation of coverage ten (10) days. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County upon expiration.

8.5 Developer shall require each Subconsultant to provide the minimum insurance designated in Exhibit __ attached hereto, and shall require each Team Member to endorse "Broward County" as an additional insured on the Team Member's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

8.6 Within thirty (30) days after the full execution of this Agreement Developer shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence

of such insurance.

8.7 Coverage is not to cease and is to remain in force until County determines all performance required of Developer is completed or is terminated, effective the date of such termination. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

8.8 Developer shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

8.9 Developer shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Developer may redact portions of the policies that are not relevant to the insurance required by this Agreement.

8.10 County and Developer, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

8.11 If Developer uses a Subconsultant, Developer shall require each Subconsultant to endorse County as an "Additional Insured" on the Subconsultant's Commercial General Liability policy.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

9.1 With respect to the Scope of Services, no party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Developer shall include the foregoing or similar language in its contracts with any Subconsultants.

Failure by Developer to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

9.2 By execution of this Agreement, Developer represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover

from Developer all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 10. MISCELLANEOUS

10.1 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Developer in connection with this Agreement and related to work contained in the Scope of Services or Work Authorization satisfactorily completed in accordance with this Agreement or Work Authorization and paid for, in full, by the County shall become the property of County, whether the project for which they are made is completed or not, and shall be delivered by Developer to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Developer until Developer complies with the provisions of this section. Developer shall assign and transfer any and all warranties and contracts related to such work but such work shall be transferred to the County in its "as is, where is" condition without any representations or warranties as to its accuracy, completeness, or sufficiency for County's subsequent intended purposes.

10.2 Termination.

10.2.1 This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If County erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.2.2 This Agreement may be terminated for cause for reasons including, but not limited to, Developer's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement or Work Authorization. This Agreement may also be terminated for cause if Developer is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if Developer provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.

10.2.3 Notice of termination shall be provided in accordance with the “NOTICES” section of this Agreement except that notice of termination by the County Administrator which the County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with the “NOTICES” section of this Agreement.

10.2.4 In the event this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Developer shall be paid for any services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of termination. Developer acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Developer, for County’s right to terminate this Agreement for convenience.

10.2.5 In the event this Agreement or a Work Authorization is terminated, for any reason, any amounts due Developer shall be withheld by County until all documents are provided to County pursuant to Section 10.1.

10.3 Public Records. To the extent Developer is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Developer shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Developer or keep and maintain public records required by County to perform the services. If Developer transfers the records to County, Developer shall destroy any duplicate public records that are exempt or confidential and exempt, except as required by applicable law. If Developer keeps and maintains the public records, Developer shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Developer to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Developer will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Developer contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("**Trade Secret Materials**") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Developer must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Developer as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Developer. Developer shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7762, shammond@broward.org, 115 S. ANDREWS AVE., SUITE A600, FORT LAUDERDALE, FLORIDA 33301.

10.4 Audit Rights and Retention of Records. Developer shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and

amounts through interviews, written affirmations, and on-site inspection with Developer's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents within Developer's possession and control in related to Project A that pertain to rights, duties, obligations or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Developer or Subconsultants.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. County reserves the right to conduct such audit or review at Developer's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Developer agrees to provide adequate and appropriate work space. Developer shall provide County with reasonable access to Developer's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Developer shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment reliant upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Developer or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Developer in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Developer.

10.5 Public Entity Crime Act. Developer represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Developer further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Developer has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Developer under this Agreement

10.6 Subconsultants. Developer shall utilize the Subconsultants identified in the proposal that were a material part of the selection of Developer to provide the services for Project A unless, subsequent to the proposal, Subconsultant becomes unable to perform or chooses not to perform. Developer shall obtain written approval of Contract Administrator prior to changing or modifying the list of Subconsultants submitted by Developer. The list of Subconsultants is provided on Exhibit C, Schedule of Subconsultants as attached hereto and made a part hereof. Developer shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Developer’s Subconsultants.

10.7 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and Developer shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 10.6. County shall have the right to terminate this Agreement, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Agreement or any right or interest herein by Developer without County’s written consent.

Developer represents that it has made reasonable inquiry and based upon and in reliance upon such inquiry all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to County’s satisfaction for the agreed compensation.

Developer shall perform its duties, obligations, and services under this Agreement in a reasonable and respectable manner. The quality of Developer’s performance and all interim and final product(s) provided to or on behalf of County shall be comparable to local and national standards.

10.8 Indemnification of County. Developer shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Developer or other persons employed or utilized by Developer in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, the retainage due Developer under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABILITY FOR DAMAGES RESULTING FROM NEGLIGENCE.**

10.9 Representative of County and Developer. The Parties recognize that questions in the day-to-day conduct of the Project A will arise. The Contract Administrator, upon Developer's request, shall advise Developer in writing of one (1) or more County employees to whom all communications pertaining to the day-to-day conduct of the Project A shall be addressed. Developer shall inform the Contract Administrator in writing of Developer's representative to whom matters involving the conduct of the Project A shall be addressed.

10.10 All Prior Agreements Superseded. Except with respect to the Predevelopment Agreement (which the Parties hereby ratify and acknowledge remains in full force and effect), this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.11 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:
Broward County
Public Works Department
115 S. Andrews Avenue, Suite A600
For Lauderdale, Florida 33301

FOR DEVELOPER:
Matthews Southwest
320 W Main Street
Lewisville, Texas 75057
Att: David Snell, Vice President Real Estate
dsnell@ matthewssouthwest.com

10.13 Truth-In-Negotiation Certificate. Developer's compensation under this Agreement is based upon representations supplied to County by Developer, and Developer certifies that the wage rates, factual unit costs, and other information supplied to substantiate Developer's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

10.14 Interpretation. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

10.15 Developer's Staff. Developer will provide the key staff identified in their proposal for Project A as long as said key staff are in Developer's employment. Developer will obtain prior written approval of Contract Administrator to change key staff, excepting in the case of termination or resignation of the key staff member(s). Developer shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff relating to the Basic Services. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Developer's staff, Contract Administrator shall first meet with Developer and provide reasonable justification for said removal.

10.16 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Section 21.31(a)

of the Broward County Administrative Code. Execution of this Agreement by Developer shall also serve as Developer's required certification that it either has or that it will establish a drug-free work place in accordance with Section 21.31(a) of the Broward County Administrative Code.

10.17 Independent Contractor. Developer is an independent contractor under this Agreement. Services provided by Developer shall be subject to the supervision of Developer. In providing the services, Developer or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements.

10.18 Third Party Beneficiaries. Neither Developer nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.19 Conflicts. Neither Developer nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Developer's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Developer's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Developer is not a party or which legal or administrative proceeding relates to this Agreement and/or Project A, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Developer or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Developer is permitted pursuant to this Agreement to utilize Subconsultants to perform any services required by this Agreement, Developer shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Developer.

10.20 Contingency Fee. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Developer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.21 Materiality and Waiver of Breach. County and Developer agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the

Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

10.23 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.24 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

10.25 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.26 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND County HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.27 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.28 Re-Use of Project. If Developer has been paid in full all sums due hereunder, including any retainage, for work satisfactorily performed under this Agreement, County may, at its option, re-use (in whole or in part) the resulting end-product or deliverables resulting from Developer's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and Developer agrees to such re-use in accordance with this provision.

If the Contract Administrator elects to re-use the services, drawings, specifications, and other documents, in whole or in part, prepared for Project A for other projects on other sites, Developer will be paid a re-use fee to be negotiated between Developer and County's Purchasing Negotiator, subject to approval by the proper awarding authority.

Each re-use shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This re-use may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all re-use assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of re-use for the new site location.

Neither Developer nor its Subconsultants shall not be held liable for any re-use of drawings, specifications, and other documents, in whole or in part, unless agreed by Developer or such Subconsultant.

10.29 Payable Interest

10.29.1. Payment of Interest. County shall not be liable to pay any interest to Developer for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Developer waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.29.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

10.30 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this

Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

10.31 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.32 Public Art and Design. Developer acknowledges that Broward County adopted Ordinance No. 95-20 establishing a Public Art and Design Program. The purpose of Ordinance No. 95-20 is to integrate art into capital projects and to integrate artists' design concepts into the overall project design. Artist(s) are selected by Broward County through an independent process and artist(s) will be funded by the Public Art and Design Program administered by the Broward County Cultural Affairs Division at the direction of the Broward Cultural Affairs Council through its Public Art and Design Committee.

Developer shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of Project A for the purpose of properly incorporating the artist's design(s) into the design of Project A. Developer shall notify the artist(s), in writing, of all design meetings and shall provide the artist(s) with a schedule of milestone dates. Developer may be requested to provide work space for the artist(s) during the preliminary design and design phases. The artist's design as properly incorporated into the design of Project A shall be permitted as part of the master site or facility plan.

County acknowledges that the Basic Services do not incorporate services to comply with the foregoing requirements and that any additional costs related to incorporating public art within Project A shall be subject to a modification of this Agreement for Additional Services or a Work Authorization for Option Services, as may be required by the County.

Developer shall ensure that Subconsultants, if any, will be made aware of Broward County's Public Art and Design Program and the possible requirement of working with the artist(s).

10.33 Force Majeure. Neither the Developer nor the County shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by a Force Majeure that arises after the Effective Date. The Party (the "**Affected Party**") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Developer is prevented from executing the services included herein by the event of Force Majeure, while the Developer is so prevented the Developer shall be relieved of its obligations to provide the services but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable, provided that if and to the extent the Developer incurs additional cost in so doing, Developer shall be entitled to the amount of such cost, plus reasonable overhead and profit. If and to the extent that the Developer suffers a delay as a result of the event of Force Majeure then it shall be entitled to an extension for the time for completion of the services to be provided hereunder.

Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 180 days, County may terminate this agreement for convenience.

(The remainder of this page is intentionally left blank.)

DRAFT

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and DEVELOPER, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By _____
Mayor
____ day of _____, 2016

Insurance requirements approved by Broward County Risk Management Division

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

By _____
Signature (Date)

Print Name and Title above

By _____
NAME (Date)
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND MATTHEWS HOLDINGS SOUTHWEST, INC. FOR DESIGN SERVICES FOR BROWARD COUNTY CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL PROJECT IN BROWARD COUNTY, FLORIDA, RFP/RLI #N1337414R3.

Developer

MATTHEWS HOLDINGS SOUTHWEST, INC.,
a Texas corporation

ATTEST:

Secretary

(Printed Name of Secretary)

CORPORATE SEAL

By: _____
Name: _____
Its: _____

____ day of _____, 20____.

INDEX TO EXHIBITS:

Exhibit A	Scope of Work
Exhibit A.1	Scope of Work – Convention Center Expansion Concept Development
Exhibit A.2	Scope of Work - Enabling Projects 1, 2 and 3
Exhibit A, Attachment 1	Electronic Media Submittal Requirements
Exhibit A, Attachment 2	BIM/CADD Standards of Care
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Schedule of Subconsultants
Exhibit D	Minimum Insurance Requirements
Exhibit E	Work Authorization Form

EXHIBIT A
Scope of Work

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: Project Number
 Project Title: Project Title
 Developer/
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
[Insert actual staff titles]	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Add if applicable:

Notes:

Developer has elected to use “Safe Harbor” combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**AMENDED EXHIBIT B
MAXIMUM BILLING RATES**

Project No: Project Number
 Project Title: Project Title
 Developer/ Name
 Subconsultant:

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM HOURLY RATE (X% Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE (\$/HR)
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (X.XX)%

FRINGE = HOURLY RATE X FRINGE (X.XX) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (X.XX)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Add if applicable:

Notes:

Developer has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

Developer

County

Name/Title

Contract Administrator

Date: _____

Date: _____

**EXHIBIT B-1
REIMBURSABLES FOR DIRECT NON-SALARY EXPENSES**

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

EXHIBIT C

SCHEDULE OF SUBCONSULTANTS

Project No: RLI # N1337414R3
 Project Title: Broward County Convention Center Expansion and Headquarters Hotel Project
 Facility Name: Convention Center Expansion Project

No.	Firm Name	Discipline
1.	Balfour Beatty Construction, LLC	Design Builder
2	Langan Engineering and Environmental Services	Environmental and Geotechnical
3	Craven Thompson & Associates	Civil Engineering
4	Kimley Horn	Parking & Traffic
5.		
6.		
7		
8		
9.		
10.		

EXHIBIT D
MINIMUM INSURANCE REQUIREMENTS
[Use form provided by Risk, not Developer]

EXHIBIT E
ASSUMPTIONS AND CLARIFICATIONS

**CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL
AGREEMENT FOR DESIGN SERVICES
EXHIBIT A - SCOPE OF WORK**

1 General Requirements

- 1.01 Under the terms and conditions set forth in the Agreement, Developer shall provide or cause to be provided complete professional design, preconstruction and other services to:
- (A) In response to new County priorities for the Project, Developer shall complete the following tasks in accordance with the attached Exhibit A.1, Scope of Work for Project Concept Development:
 - 1. Revise the programming and conceptual design as presented to the Board of County Commissioners on April 4, 2017 (and as subsequently developed prior to the execution of the Agreement);
 - 2. Complete the Schematic Design Phase of the Project A and any site or engineering design required for submittal to the City of Fort Lauderdale for Development Review Committee/Site Plan Approval;
 - 3. Submit the Project A for site plan approval by the City of Fort Lauderdale not later than [120] calendar days from the date the County approves the schematic design of Project A.
 - (B) Enabling Project 1: Upon validation of this enabling project via the revised conceptual plan for the Project A, design, permit and construct a new Central Plant not later than [485] calendar days from receipt of a Notice to Proceed to serve Project A and thereby replacing that function as it currently exists within the Convention Center in accordance with the attached Exhibit A.2, Scope of Work for Enabling Projects;
 - (C) Enabling Project 2: Upon validation of this enabling project via the revised conceptual plan for the Project A, design, permit and construct modifications to the Convention Center parking facility not later than [485] calendar days from receipt of a Notice to Proceed to provide for re-routed accommodation of bus, taxi, delivery, service and emergency vehicles to ensure continuous operation of the garage and ground transportation services to the Convention Center, Terminal 2 and other facilities and then selectively demolish portions of the parking facility and reconfigure the remainder pursuant to the approved master plan for the Project A and Project B in accordance with the attached Exhibit A.2, Scope of Work for Enabling Projects;

(D) Enabling Project 3:

1. Upon validation of this enabling project via the revised conceptual plan for the Project A, design, permit and construct modifications to 18th Street and other incidental traffic ways (driveways, entrances and other immediately adjacent traffic features) immediately related to the modification of 18th Street;
2. Design street and driveways provide for re-routed accommodation of various modes of vehicular traffic to ensure continuous operation of the garage and ground transportation services to the Convention Center, Terminal 2 and other facilities affected by the future select demolition and reconfiguration of the parking facility as part of the Project A in accordance with the attached Exhibit A.2, Scope of Work for Enabling Projects;
3. Work shall be completed within [90] calendar days following the completion of certain utility relocations by Florida Power & Light and/or other utility providers as may be necessary to accommodate this enabling project.

Notwithstanding the foregoing, County acknowledges and agrees that the Scope of Services as authorized under the Agreement does not include construction of the Enabling Projects, such construction which shall be contemplated under a separate written agreement between Developer and the County.

Developer and County acknowledge and agree that the design of the Enabling Projects and Project A and the development of the projects schedule for the same shall be coordinated with the design and development of the Project B and that Developer shall keep the County informed as to the progress of the design and development of Project B in accordance with the terms of the Predevelopment Agreement and any subsequent agreement between the County and Developer regarding Project B. Developer is obligated to adhere to the latest design schedule for the Enabling Projects and Projects A and B unless otherwise changed by mutual agreement.

- 1.02 Provide or cause to be provided all necessary personnel, equipment, materials and facilities to perform services. Obtain and mobilize any consultants, Subconsultants, contractors, subcontractors other specialists to provide technical or functional support necessary to perform required development services in accordance with the approved budget.
- 1.03 Developer shall schedule and attend bi-weekly (every other week) project review and coordination meetings with representatives of the Contract

- Administrator throughout the remaining predevelopment phase of the Project A. At each of these meetings, Developer and Contract Administrator shall review the Project A's budget, schedule, and scope along with Developer's progress to date and any special problems related to the continuing progress of the Project A. Developer shall provide original and subsequently updated progress sketches, estimates, schedules and other documents sufficient to illustrate progress and the issues at hand for the Contract Administrator's review and use during project review and coordination meetings. Developer shall not be required to repetitively submit previously submitted documents which do not require updating except where that submittal is required for clarity or coherence of a document set. Developer shall not be entitled to claims or additional fees for delays to the Project Schedule due to the Developer's provision of such documents.
- 1.04 Developer's services shall conform to Design Criteria established for the Project A during the Developer selection process (Request for Letters of Interest (RLI) No. N1337414R3). For the Developer's information and use, Contract Administrator will make available various informational documents including, but not limited to, design and materials standards, and applicable guidelines, procedures and forms for capital projects. These documents will be provided to help ensure coordination of the Project A with County's standard project procedures, maintenance standards and building system preferences. In the event of conflicting requirements, the provisions of this agreement shall govern and Developer's designated design professional(s) shall remain, as the Architect or Engineer of Record, responsible for the content and accuracy of Developer's documents generated for the Project A and other elements of the Project (including Project B).
- 1.05 Developer shall keep Contract Administrator informed of any proposed changes to the design concept, programmatic requirements, design layouts and configurations, or changes affecting selected construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes affecting the Project A must be reviewed and approved in writing by Contract Administrator prior to incorporation into the design or construction documents.
- 1.06 Developer shall be required to submit various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Contract Administrator's "Electronic Media Submittal Requirements" which will be provided separately by the Contract Administrator. Requests for deviations from those electronic media

- submittal requirements shall be submitted in advance by Developer in writing for the consideration of the Contract Administrator.
- 1.07 Documents, electronic media and other materials submitted to Contract Administrator by Developer shall be retained by the Contract Administrator.
- 1.08 Developer shall make complete document submittals at the various phases delineated herein. Submittals of incomplete or partial documents may be requested by Developer in advance through the Contract Administrator and may be allowed only when Developer has received advance approval in writing by the Contract Administrator. Incomplete or partial submittals made without advance approval shall be returned to Developer un-reviewed and unaccepted by the Contract Administrator.
- 1.09 The Developer shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a “gold” LEED-Certified Building and Site Development for all phases of the Project A.
- 1.10 In the event that Developer believes that the Project A scope, schedule or budget is not achievable, Developer shall immediately notify the Contract Administrator in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 1.11 Site Due Diligence: Developer shall conduct surveying, due diligence testing, investigations and provide documentation of same for any remaining site areas for which such investigations were not provided during Developer’s prior pre-development services. Developer shall provide copies of all surveys, due diligence test results, reports and analysis to the Contract Administrator upon receipt from surveyor or testing agency.
- 1.12 Developer shall determine all required permits, licensure and other jurisdictional approvals required for the Project A with the exception of those approvals associated with lifting or modifying the City of Fort Lauderdale’s Development of Regional Impact (DRI) requirements. Developer, with the Contract Administrator's assistance, shall file the required documents for approval by governmental authorities having jurisdiction over the Project A (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project A) and promptly apply for certifications of "permit approval" by reviewing authorities early enough in the design phase of the Project A to increase the likelihood that construction phase is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. Developer shall

provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.

- (A) Developer and its representative design professional(s) and contractor(s) shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the Project A as conducted by the County or other jurisdictional agencies as deemed necessary by Contract Administrator. Developer shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the Project A.
- (B) Any changes to the Project A project drawings or project manual or other supporting document made necessary by jurisdictional reviews shall be made by the Developer at no additional cost to the County. Notwithstanding any of the foregoing, any changes to Project A caused by County's inability to resolve DRI issues shall not be the financial responsibility of Developer and the County shall be responsible for the costs of any redesign or resubmissions related to the same.

1.13 Developer and its representative design professional(s) and contractor(s) shall provide presentations of the Design to County's staff, the public, including various neighborhood associations, and to the Broward County Board of County Commissioners, as required by the Contract Administrator.

2 Administrative Requirements

2.01 Developer shall confer with representatives of the Contract Administrator to verify, confirm, publish and maintain project team information as follows:

- (A) A directory of project team personnel including listings contact information for Developer's team including consultants, contractors and other primary representatives, Contract Administrator's team including personnel from Broward County's Representative, various using agencies and other project stakeholders identified by the Contract Administrator, and other key project participants who will be providing information or feedback to Developer during the remainder of the predevelopment process. Include in this listing the team member's name, title, organization, address, office phone number, mobile phone numbers as available, fax number and e-mail address. Developer shall periodically review, update and distribute this list throughout this and subsequent project phases.
- (B) The chain of responsibility or decision making in County's project and functional organizations (including Broward County's Representative) for

use in later decision making during the programming process and subsequent design phases.

- 2.02 Developer shall coordinate with the Contract Administrator and Broward County's Representative to implement and utilize a design/construction-related, web-based software system(s) for the tracking and management of the administration, quality and performance aspects of the Project A as necessary for communication, file sharing and archiving of active and record project documents.
- 2.03 Developer shall coordinate with the Contract Administrator and Broward County's representative to establish an on-going list of project issues delineating the issues sequentially, assigning a responsible party, establishing a required completion date, tracking resolution status and documenting the targeted completion date.
- 2.04 Document Formatting: Drawing formatting (through the use of break lines as necessary) shall be based upon the use of standard 24 inch by 36 inch drawing sheets. (Larger sheet sizes may be used only with advance written authorization of the Contract Administrator.) Specifications and other written documents shall generally be formatted utilizing standard 8-1/2 inch by 11 inch letter size paper except where necessary to exceed that size for clarity or to contain full content of graphics.
- 2.05 Except as may be otherwise specified, in any situation in which the Contract Administrator's consent or approval is required, Contract Administrator's shall endeavor to render that approval or decision timely, generally within five (5) business days. For items that may require lengthier deliberation, preparation or processing, Contract Administrator will notify Developer of those requirements within three business days of Contract Administrator's receipt of that item.
- 2.06 In any situation in which the Developer or its Subconsultants including design professionals, contractors or subcontractors whose representatives are located outside the greater Fort Lauderdale metropolitan area (Broward, Miami-Dade and Palm Beach Counties) are required to attend any meetings, workshops, or hearings with, or as directed by, the Contract Administrator or its representatives, Developer shall be given not less than five (5) business days' notice prior to any such meetings. For meetings requiring the attendance of local participants, the respective parties shall give each other not less than two (2) business days' notice. These meeting notice provisions shall be waived for an emergency or when other critical circumstances prevail.

3 Building Information Modeling (BIM)

3.01 Definitions:

- (A) Building Information Model: a digital representation of the Project A, or a portion of the Project A, and is referred to as the "BIM Model" which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202-2013, Project Building Information Modeling Protocol Form.
- (B) Building Information Modeling or Modeling: the process used to create the BIM Model.
- (C) CAD/CADD: Computer Aided Design/Computer Aided Design and Drafting. Interchangeably used terms interpreted as 2D, (Two Dimensional) representations in electronic format
- (D) Model Element: a portion of the BIM Model representing a component, system or assembly within a building or building site.
- (E) Level of Development (LOD): describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.
- (F) Authorized Uses: The permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established for the Project A.
- (G) Model Element Author: the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified project milestone, regardless of who is responsible for providing the content in the Model Element.
- (H) Digital Data: information, including communications, drawings, specifications and designs, created or stored for the project in digital form. Unless otherwise stated, the term Digital Data includes the Model.
- (I) Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project or that will utilize the BIM Model during or subsequent to the Project A..
- (J) Virtual Design and Construction (VDC): the management of integrated multi-disciplinary performance models of design-construction projects,

including the product (i.e., facilities), work processes and organization of the design - construction - operation team.

- 3.02 The Developer and Contract Administrator shall use VDC, BIM and CADD in connection with the design, engineering and construction of the Project A. The Developer and Contract Administrator shall meet and establish written protocols governing the BIM Model, which shall include among other things file formats, expected levels of development, authorized uses and assignment of responsibility among Developer, Subconsultants, Contract Administrator and other Project Participants that are expected to develop content for or use the BIM Model.
- 3.03 Developer shall create or cause to be created the BIM Model and shall be responsible for the management, development, maintenance and communication of that BIM Model. Upon receipt of the first Notice to Proceed with services under this Agreement, Developer, Subconsultants, and Contract Administrator shall develop and enter into a BIM Project Execution Plan based upon the NBIMS-US™ V3, Section 5.4: BIM PxP Content template incorporating terms and conditions substantially similar to those set forth in AIA Documents E202-2013 Project BIM Protocol and E203-2013, Building Information Modeling and Digital Data Exhibit. The BIM Project Execution Plan shall describe the authorized uses of the BIM Model and establish necessary protocols governing the development of the BIM Model by addressing the following:
- (A) Documentation of fundamental Project Information
 - (B) Identification of the Model Element Authors, BIM Manager(s) and other key contacts;
 - (C) Organizational roles and staffing for respective Project Participants.
 - (D) BIM and Virtual Design & Construction (VDC) uses on the Project A including the processes for future design, bidding/procurement, construction and handover phases of the Project A and its respective parts or phases;
 - (E) Identification of requirements for housing/storing, managing, maintaining sharing and communicating the BIM Model;
 - (F) Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;
 - (G) Identification of the required LOD of each Model Element at each identified project milestone;

- (H) Identification of the construction classification systems to be used on the Project A;
 - (I) Collaboration procedures and protocols to be observed by respective Project Participants.
 - (J) The process by which Project Participants will conduct BIM information exchanges and share the Model including intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202- 2013;
 - (K) The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
 - (L) Quality control standards and protocols to be followed by respective Project Participants;
 - (M) BIM and facility information requirements;
 - (N) Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project A;
 - (O) Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project A;
 - (P) Technological infrastructure needs; and
 - (Q) Other topics as mutually agreed by Developer and Contract Administrator.
- 3.04 The parties shall incorporate the BIM Project Execution Plan by reference into their agreements with each of the their respective Subconsultants (including construction phase contractors/subcontractors/vendors) who will be participating in the development of any part of the BIM Model or who may be using the BIM Model in connection with services they are providing as part of the Project A including any anticipated design and construction phases subsequent to this scope of work.
- 3.05 Developer shall provide 3-D computer modeling, Building Information Modeling (BIM), and other CADD-related visualization work during Schematic, Design Development and throughout Construction Documents Phases pursuant to Attachment 1, Electronic Media Submittal Requirements, Attachment 2, BIM Standard of Care, and to include the following minimum services:

- (A) Developer shall provide BIM services services, at minimum, conforming to the General Service Administration's (GSA) BIM Guide Series 02-Spatial Program Validation, version 2.0 dated May, 2015 or later, in addition to the requirements mentioned in sections B through F below. The Building Information Model shall be prepared utilizing imperial units of measure in feet and inches. Building Information Model shall be prepared utilizing any system in accordance with GSA's program of approved vendor's or systems that use the buildingSMART IFC standard IFC4 Add2 version or later as authorized in advance in writing by the Contract Administrator.
- (B) Developer shall submit an updated BIM model at the time of presentation of each design phase submittal. BIM models shall demonstrate spatial program validation and are required to contain Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Civil and Structural Engineering information. Developer shall be responsible for performing design phase, visual clash detections and attend BIM coordination meetings per each phase of the project phases.
- (C) Developer shall notify Contract Administrator of changes to specified BIM industry standards, software and best practice protocols that may change or afford a more optimum solution for CADD, BIM and VDC deployment on the project or a portion thereof. Contract Administrator may consider the implementation of said changes and Developer shall implement same upon mutual agreement with Contract Administrator.

4 LEED Certification

- 4.01 Developer shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving "gold" LEED-Certified Buildings in all Project Phases. Developer shall provide professional services required for achievement of the USGBC's LEED Green level certification for the Project A. Developer may pursue higher levels of LEED Certification for the Project A with the approval of the Contract Administrator.
- 4.02 Developer shall engage, subcontract and coordinate with a USGBC LEED Accredited Professional (LEED AP) to provide the design, construction and building ownership/operational integration required by LEED 2009 (Version 3) – New Construction & Major Renovation or the most recent version of LEED accreditation if approved by the Contract Administrator. Developer's LEED AP will lead and administer the LEED application and certification process through the USGBC. The LEED AP shall provide:
 - (A) Project team leadership and 'Point of Contact' for administering, coordinating, organizing and assisting in the implementation of LEED

criteria for the Project and achieving LEED certification for respective portions of the Project.

- (B) Organization and facilitation of LEED charrettes including:
 - 1. Coordinating all charrette schedules and site solution reviews.
 - 2. Facilitating the charrettes as required per LEED 2009 criteria.
 - 3. Developing meeting agendas.
 - 4. Recommending and coordinating with participants.
 - 5. Moderating each meeting.
 - 6. Developing and distributing meeting minutes.
 - 7. Tracking assignments and participants responsibilities.
 - 8. Capturing idea, notes, drawings, plan etc.

- (C) Provision and facilitation of LEED Kick-off Charette(s) for the respective portions of the Project A not later than the end of the Conceptual Design Phase specified in Exhibit A.1, Scope of Work for Project Concept Development.

- (D) Tracking and the reporting of status and activity of LEED credits for the Project A until certification determinations are provided by the USGBC.

- (E) Monitoring of updates to LEED requirements and interpretations on the USGBC website and advise CONTRACT ADMINISTRATOR of current development or revisions for potential incorporation into or impact on the Project A.

- (F) Assembly, preparation and submittal of a LEED Certification Progress Report with each of the phase submittals, as needed for any regulatory agencies, project reviews or as otherwise required by the Contract Administrator. LEED AP shall provide a format for this report to be agreed upon by the Contract Administrator. The Report shall at a minimum identify each LEED Credit sought, establish which parties are responsible for development of design, construction, operational and other information or documentation, set forth steps to attain the respective credit and establish whether the credit remains attainable.

- (G) Consultation to the Project A's design teams on major systems regarding:
 - 1. Design
 - 2. Methods
 - 3. Materials

4. Additional Expertise

5. Feasibility Review (Concept Design Phase).

(H) Assistance to the Contract Administrator in regard to monitoring and maintaining project records with the USGBC.

4.03 Developer shall provide the services of a Commissioning Agent to provide complete Basic and Enhanced Commissioning Services for the Headquarters Hotel portion of the Project and to work in coordination with the LEED-AP and Developer during the design, construction and post construction phases of that portion of the Project.

4.04 Contract Administrator will provide the services of a Commissioning Agent to provide complete Basic and Enhanced Commissioning Services for the Project A portion of the Project and to work in coordination with the LEED-AP and Developer during the design, construction and post construction phases of that portion of the Project. Developer is responsible to coordinate with and respond to all commissioning activities.

(End of Exhibit A)

**PROJECT A AND HEADQUARTERS HOTEL
AGREEMENT FOR DESIGN SERVICES
EXHIBIT A.1 - SCOPE OF WORK
FOR PROJECT A CONCEPT DEVELOPMENT**

1 Concept Reconciliation

1.01 Developer shall confer with representatives of the Contract Administrator to verify and confirm the scope of concept drawings, budget estimates, schedules, and other documents developed for the Project A execution of the Agreement and shall confirm the intent and direction of revising the conceptual design to incorporate new County priorities. Developer and Contract Administrator shall review any outstanding/unresolved comments generated by the Board of County Commissioners and County's project team, evaluate those comments in regard to new County priorities and clarify, refine or modify previously prepared concept documents.

2 Programming Phase

2.01 Developer shall conduct a series of interviews, facilitated by the Contract Administrator, to revise and confirm preliminary programming information necessary to reconfigure the previously completed conceptual design of the Project A.

2.02 The revised programming documents shall utilize those portions of the Project A's Design Criteria package and subsequently prepared conceptual design that, upon verification with the Contract Administrator, remain valid. Developer shall prepare new and/or modified programming and design criteria as derived during the course of interview process as necessary to delineate the County's revised Project A priorities. Developer's services shall culminate in Developer's submittal of a comprehensive programming document comprised of both electronic and hardcopy documents detailing the design goals and technical criteria for the Project A site, the hotel (only to document deviations from the previously prepared conceptual design, if any), the Project A including impacted spaces within the existing Convention Center, parking facilities, transit and ground transportation facilities, offices and other functional spaces for the Greater Fort Lauderdale Convention & Visitors Bureau, and other project elements (such as shared/common spaces, site or infrastructure improvements) not specifically referenced above.

2.03 The comprehensive programming document shall provide a finalized, detailed set of goals and requirements for the Project A and those areas of the Hotel that may be shared with or operated by County or which provide connection to

- the Convention Center including design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; special equipment and systems; building spaces; and criteria related to the project's specific site location and proposed exterior functions.
- 2.04 Developer shall verify, confirm and modify (as needed) the occupancy needs, spatial allocations and required outfitting, equipping and furnishing of County occupied spaces by coordinating through the Contract Administrator with County Staff (including building user groups and others as necessary). Include all space and flow diagrams, diagrammatic studies and descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.
- 2.05 Developer shall inspect the site, the existing Convention Center to determine if existing conditions conform to those portrayed on information as may have been provided by the Contract Administrator. Upon discovery of such differing conditions, Developer shall notify Contract Administrator. If no record (photographs and other written or graphic documentation) of existing facilities is available or was otherwise completed during Developer's predevelopment work, Developer shall, as applicable:
- (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following existing building/site elements as appropriate to the Project A:
- 1) All above ceiling areas.
 - 2) Power supplies, switch gear, breaker panels, and transformers.
 - 3) Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
 - 4) Roofing, waterproofing and building envelope systems.
 - 5) Site drainage systems and water retention characteristics.
 - 6) Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.
 - 7) Adjacent properties and those facing the project site across streets or other roadways.
 - 8) On site structures requiring demolition or other "unauthorized" use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.
- (B) Conduct site investigations and inspections to ascertain conditions in existing buildings and on site that will be part of or impacted by Project A

construction-related activities. Access to concealed areas shall be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Contract Administrator.

- (C) Conduct/update surveys, subsurface geotechnical and other testing as necessary to form an accurate technical basis for future design decisions.

2.06 With regard to Enabling Projects 1 through 3 and the Project A, Developer shall develop the program's project specific description of site development criteria, building configuration, construction, and material standards by:

- (A) Confirming and validating the need for the respective Enabling Projects 1 through 3.
- (B) Listing required or optional provisions for phased construction and future additions.
- (C) Identifying property and building line limitations to estimate ground level building areas.
- (D) Listing required or optional provisions for phased construction and future additions.
- (E) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.
- (F) Identifying orientation considerations for solar, views, street access, etc.
- (G) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.
- (H) Estimating size(s) of core area(s) required for:
 - 1) Mechanical services.
 - 2) Electrical services.
 - 3) Vertical transportation.
 - 4) Stair/smoke towers.
- (I) Estimating and documenting structural spans required to-suit room spatial needs.
- (J) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

- (K) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
 - (L) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
 - (M) Identifying and documenting any neighborhood, sociological or demographic influences (such as homelessness) that will impact the facilities design and operation.
 - (N) Identifying and documenting any "Contract Administrator Preferences" provided (for items not included in or as alternatives to already established Design Criteria) for the Project A's interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.
 - (O) Identifying and documenting goals for integrating public art into the project.
- 2.07 Developer shall document jurisdictional requirements related to concurrency or other regional/urban planning issues and Development of Regional Impact (DRI) limitations on the Project site and proposed improvements.
- 2.08 Developer shall research and list codes, laws, rules, regulations and ordinances pertaining to the property, building types and probable building design established as part of other predevelopment tasks.
- 2.09 Developer shall provide written cost estimates for the Project and budgeting services based on the programming tasks listed above and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services.
- 2.10 Developer shall:
- (A) Reconcile the comprehensive program with County's budget, if provided on or before commencement of the Schematic Design Phase.

- (B) Advise the Contract Administrator if budget and program are not compatible.
- 2.11 Developer shall confer with the Contract Administrator and develop and confirm refined recommendations concerning the phasing, sequencing and delivery of the Project's future design and construction including obtaining applicable permitting and other regulatory approvals. These recommendations shall include a discussion of how the future design and construction documentation must be developed to accurately and thoroughly communicate the construction process related to each component of the project and with special attention to the interaction of the Developer, Contract Administrator and Jurisdictional Authorities. Discussion shall also include an analysis of project cost and schedule implications of selecting alternative design/construction delivery methods.
- 2.12 Within 60 calendar days from the effective date of the Contract Administrator's Notice to Proceed, Developer shall submit TEN (10) hard copies and one electronic media version of all documents required under this Phase (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review submitted documents and provide written review comments to Developer within 14 calendar days from receipt, Developer shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to illustrate the Program listed in the paragraphs above.
- 2.13 In addition to the required hard copy documents described above, Developer shall submit the final Contract Administrator approved programming documents on electronic media conforming to the Contract Administrator's "Electronic Media Submittal Requirements". The electronic media submittal shall include all text, drawings, spreadsheets, exhibits, diagrams, charts, photographs, presentation materials and other media used to prepare the program and present it to the Contract Administrator. Hard copy original archival documents that are unavailable in electronic media formats may be photographed or scanned and saved in PDF (Preferred) TIFF, JPEG or other suitable electronic formats as determined by the Contract Administrator.
- 2.14 Developer shall not proceed with the next Phase of the Project A until the completion of all required presentations and reports, reconciliation or correction of all outstanding Contract Administrator review comments, and receipt of a written Notice to Proceed (NTP) with the next phase.

- 2.15 Developer shall provide presentations of the project's Program to County's staff, using agencies or groups, the public and to the Broward County Board of County Commissioners as required.

3 Conceptual Design Phase

- 3.01 Within 40 calendar days of receipt of a Notice to Proceed for this phase of the Project A, Developer shall prepare and submit up to three elective massing and elevation design solutions to the Contract Administrator to illustrate optional creative responses reconciling and aligning the previously completed conceptual design of the Hotel with a conceptual design for the Project A based on the finalized comprehensive program.

(A) The Contract Administrator will convene a conceptual design review conference at which the Developer shall review with the Contract Administrator (and using agency and other concerned parties) these elective solutions. Elective solutions should address both design and construction of the Project A; site use and improvements; selections of materials, building systems and equipment; potential construction methods and the Developer's recommendations concerning the presented options. The Contract Administrator shall identify a preferred design solution which shall then form the basis of the Developer's continuing work.

- 3.02 Within [140] calendar days of the Contract Administrator's selection of a preferred elective design for the Project A, Developer shall re-execute and submit the Preliminary Development Plan and complete - any unfinished remaining tasks as specified in Section 2.2 of the Predevelopment Agreement. Previously completed tasks specified under Section 2.2 do not need to be re-executed but may be resubmitted for the mutually agreed purpose of clearly communicating the Project A.

(A) The Contract Administrator will convene a review conference at which Developer shall review with the Contract Administrator (including using agencies and other concerned parties) and Broward County Representative the conceptual design.

- 3.03 Developer shall not proceed with the next Phase of development for the Project A until the completion of all required presentations and reports, reconciliation or correction of all outstanding Contract Administrator review comments, and receipt of a written Notice to Proceed (NTP) with the next phase.

- 3.04 Developer shall provide presentations of the Project A's Conceptual Design to County's staff, using agencies or groups, the public and to the Broward County Board of County Commissioners as required

4 Schematic Design

- 4.01 Within 245 calendar days of the Contract Administrator's selection of a preferred elective design for the Project A, Developer shall prepare, submit and present for approval by the Contract Administrator a Schematic Design Report for the Project A, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project A:
- (A) "Project Transmittal Form": Developer shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects). The Project Transmittal Form must accurately delineate the date of submittal and list each component document of the submittal.
 - (B) "Space Chart Form" formatted to list all spaces within the Project A by room number, room title and net square foot area. The Space Chart Form must also include a listing of the Project A's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from Contract Administrator approved Programming Phase documents for the Project A.
 - (C) Provide a hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, ground transportation areas, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, FEMA and Broward County criteria), and use. The site survey may be an update of informational surveys provided by the Contract Administrator but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to the Contract Administrator's "Electronic Media Submittal Requirements."
 - (D) Schematic Design Drawings. Drawings responding to the predevelopment information developed to date and the comprehensive

program requirements illustrating the general scope, scale, and relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials Developer may deem necessary to adequately communicate the project:

- 1) A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone (pursuant to FEMA and/or Broward County criteria, whichever is most stringent), over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/electrical vault locations, accessibility for the disabled, service areas, loading docks, play areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA and Broward County criteria for flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.
- 2) Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service/use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction.
 - a. Provide life-safety plan(s) delineating the necessity for and initial decisions concerning exits, provisions for accessibility for the physically challenged, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.
 - b. Provide ADA plan(s) delineating the necessity for and initial decisions concerning compliance with the Florida Accessibility Code for Building Construction as part of the Florida Building

Code. Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, toilet facilities, tactile warnings, signage, telephones, assistive listening systems, and other building equipment and features that will provide accessibility.

- 3) Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.
- 4) Landscape Concept Drawings indicating preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of project's location.
- 5) Proposed locations for integrated public art.
- 6) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the Project A. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program. The Preliminary Project Description should specifically incorporate and address value engineering and constructability issues raised during this project phase. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specifications Institute's "Project Resource Manual: CSI Manual of Practice.
- 7) Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
- 8) Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment.

- 9) An updated Project Schedule showing activities including but not limited to Developer efforts and Contract Administrator (and other municipal/agency) reviews and approvals required to complete the Project A.
 - a. Include all activities known at this stage of the Project A's development for the entire Project A including the construction process. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating County's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by County, work by separate contractors, and any other activities that relate to or may impact construction of the Project A (including offsite work and related site reviews, permitting, etc.).
 - b. Prepare in a bar chart format, or other format as required by the Contract Administrator, which may be further developed and updated for submittal during subsequent phases of the Project A.
 - c. Developer shall not be permitted to deviate from the milestones required by the Predevelopment Agreement as amended without specific written authorization from the Contract Administrator.
- 10) Developer shall submit to Contract Administrator for review and approval a schematic design phase estimate of probable project costs itemized by major categories and projected to the expected time of expenditure.

4.02 Developer shall investigate and determine the municipal, county and other jurisdictional agency (such as water management district(s), Health Department, FAA, etc.) coordination required for the Project A and, through the Contract Administrator, make applications for site plan and other review as appropriate to this phase of the project. Developer shall prepare and provide a list of permits and approvals required by such agencies to the Contract Administrator and shall coordinate with Contract Administrator concerning the timing, application requirements, fees and other matters pertaining to those agency approvals.

- (A) Developer, as required by the Contract Administrator, shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the Project A as conducted by any and all other agencies having jurisdiction over the Project A.

(B) Developer shall be responsible for attending and participating in design reviews conducted by the municipal, county or other jurisdictional agency and shall be responsible for responding in writing to all review comments generated in such reviews and providing revised and resubmitted documents as required by reviewing agencies in response to such reviews.

4.03 Developer shall submit ten hard copies and one electronic media versions of all documents required under this Phase (except where otherwise specified) for approval by the Contract Administrator. Within 14 calendar days of receipt of Developer's submittal, Contract Administrator shall review submitted documents and provide written review comments to Developer. Developer shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 14 calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.

4.04 Developer shall provide presentations of the Schematic Design to County's staff, the public and to the Broward County Board of County Commissioners as required by the Contract Administrator.

(End of Exhibit A.1)

**PROJECT A AND HEADQUARTERS HOTEL
AGREEMENT FOR DESIGN SERVICES
EXHIBIT A.2 - SCOPE OF WORK
FOR ENABLING PROJECTS**

1 General Requirements

1.01 The following Scope of Work provides a description of services required for three distinct Enabling Projects as further described below. As such, the requirements specified below for the respective Enabling Projects may be modified to reflect the technical documentation requirements of those respective Enabling Projects by mutual agreement of Developer and Contract Administrator.

1.02 As the respective Enabling Projects include diverse activities, differing technical requirements and do not share an immediately adjacent site location, the intent of this Scope of Work is to design, document and permit the respective Enabling Projects as separate projects. The respective Enabling Projects may be combined if, in the Contract Administrator's sole opinion, there is economic benefit or other compelling reason to do so.

2 Enabling Project Site Investigation and Documentation

2.01 Developer shall, prior to commencing schematic design activities for the respective Enabling Projects, inspect the sites for those respective projects to determine if existing conditions conform to those portrayed on information as may have been provided by the County. Upon discovery of such differing conditions, Developer shall notify Contract Administrator. Developer shall document existing site conditions and provide Contract Administrator with five hard copies and one electronic media version of the following :

(A) Photographs, written documentation, sketches, notes and reports to confirm and record the general condition of the existing site with particular attention to the following existing building/site elements as appropriate to each Enabling Project:

- 1) Power supplies, switch gear, breaker panels, and transformers.
- 2) Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
- 3) Roofing, waterproofing and building envelope systems.
- 4) Site drainage systems and water retention characteristics.

- 5) Site vegetation, appurtenances, existing site improvements and access points from adjacent streets
 - 6) Adjacent properties and those facing the project site across streets or other roadways.
 - 7) Utilities, transit facilities, traffic control devices and other site features.
 - 8) On site structures requiring demolition or other “unauthorized” use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.
- (B) Conduct site investigations and inspections to ascertain conditions in existing buildings and on site that will be part of or impacted by Enabling Project construction-related activities. Access to concealed areas shall be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Contract Administrator.
- (C) Initiate surveys, testing and other investigations as appropriate for Enabling Projects 1 through 3 and as necessary to form an accurate technical basis for design decisions for those respective Enabling Projects.

3 Project Development Conference(s)

3.01 Developer shall meet with Contract Administrator to verify and confirm the scope of work envisioned to:

- (A) Replace and supplement the Convention Center’s existing Central Plant (Enabling Project 1) to a location depicted on the Developer’s concept drawings or at some other location should that previously identified location prove to be unfeasible.
- (B) Modify the existing Convention Center parking facility (Enabling Project 2) to provide for re-routed accommodation of bus, taxi, delivery, service and emergency vehicles to ensure continuous operation of the garage and ground transportation services to the Convention Center, Terminal 2 and other facilities and then selectively demolish portions of the parking facility and reconfigure the remainder as part of the Project pursuant to the approved master plan for the Project A and Headquarters Hotel project.
- (C) Modify 18th Street (Enabling Project 3) and other incidental traffic ways to provide for re-routed accommodation of various modes of vehicular

traffic to ensure continuous operation of the garage and ground transportation services to the Convention Center, Terminal 2 and other facilities affected by the future select demolition and reconfiguration of the parking facility as part of the Project.

- 3.02 Developer and Contract Administrator will establish and confirm mutually agreed preliminary scopes of work, schedules and construction costs for each of the respective Enabling Projects based upon the information derived from observed existing conditions, due diligence site investigations, surveys and any preliminary planning complete at the time of the Project Development Conference. Review, confirmation and any necessary adjustment of each Enabling Project's scope, schedule or budget shall be conducted at the conclusion of each design phase and shall be a pre-requisite for Developer's receipt of a Notice to Proceed with the subsequent design phase.
- 3.03 At the conclusion of the Project Development Conference, Developer shall prepare and submit to Contract Administrator 10 hardcopies and electronic media versions of a schedule, budget and narrative (with sketches and other graphic information) documenting the mutually agreed understanding of each respective Enabling Project.
- 3.04 Respective schedules for each Enabling Project shall reflect those periods necessary to: conduct detailed investigations, explorations and testing of existing conditions; coordinate with affected utilities and service providers; prepare design documents; obtain permits, licenses and other jurisdictional approvals; construct new and modified facilities; and transition Convention Center (and other affected Port Everglades) operations to the new facilities
- 3.05 In the absence of an executed Comprehensive Agreement for the Project or other enabling agreement, Contract Administrator is authorized to approve Developer's initiation of preliminary activities including detailed investigations of existing conditions; explorations and testing activities; coordination with affected utilities and service providers; and preparation of design documents to a permit-ready construction documents level consistent with the requirements enumerated below.
- 3.06 In advance of the preparation of a Comprehensive Agreement or other enabling agreement, Developer shall continue to meet with Contract Administrator to establish procedures, contract terms, and other matters in regard to construction services for the respective Enabling Projects.

4 Schematic Design Phase

- 4.01 Upon satisfactory receipt of Developer's documentation of the Project Development Conference, Contract Administrator will issue a Notice to Proceed with Schematic Design for the respective Enabling Projects.
- 4.02 For each respective Enabling Project, Developer shall prepare, submit and present for approval by the Contract Administrator a Schematic Design Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:
- (A) "Project Transmittal Form": Developer shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects). The Project Transmittal Form must accurately delineate the date of submittal and list each component document of the submittal. Project Transmittal Form must accompany all transmittals to Contract Administrator or its designees.
 - (B) "Space Chart Form" formatted to list all proposed room spaces within an Enabling Project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the Enabling Project's total interior net square foot area, total interior gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from Contract Administrator approved programmatic documents for the Project.
 - (C) Provide a hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, ground transportation areas, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, FEMA and Broward County criteria), and use. The site survey may be an update of informational surveys provided by the Contract Administrator but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to the Contract Administrator's "Electronic Media Submittal Requirements."
 - (D) Schematic Design Drawings. Drawings responding to the predevelopment information developed to date and the comprehensive program requirements illustrating the general scope, scale, and

relationship of project components. Documents shall include, as a minimum, the following in addition to other graphic or descriptive materials Developer may deem necessary to adequately communicate the project:

- 1) A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone (pursuant to FEMA and/or Broward County criteria, whichever is most stringent), over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, chiller plant/cooling tower/electrical vault locations, accessibility for the disabled, service areas, loading docks, , bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions (if any), relocatable or temporary structures, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA and Broward County criteria for flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.
- 2) Floor plans showing a north arrow, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction.
 - a. Provide life-safety plan(s) delineating the necessity for and initial decisions concerning exits, provisions for accessibility for the physically challenged, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.
 - b. Provide ADA plan(s) delineating the necessity for and initial decisions concerning compliance with the Florida Accessibility Code for Building Construction as part of the Florida Building Code. Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, toilet facilities, tactile

warnings, signage, telephones, assistive listening systems, and other building equipment and features that will provide accessibility.

- 3) Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.
- 4) Landscape Concept Drawings indicating preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of project's location.
- 5) Preliminary graphics, concept sketches and other supplementary materials suggesting proposed locations for integrated public art, thematic design treatments for children's areas, youth services areas, and/or other special spaces which have been programmed for special or thematic design content (including theme oriented furnishings, graphics, signage, finish materials and other "special" construction such as entryway treatments, etc.).
- 6) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV and other utility services as required by the Project's scope and program. The Preliminary Project Description should specifically incorporate and address value engineering and constructability issues raised during this project phase. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specifications Institute's "Project Resource Manual: CSI Manual of Practice.
- 7) Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
- 8) Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for

existing and new loads. Provide a survey of the condition of the existing electrical equipment.

- 9) An updated Project Schedule showing activities including but not limited to Developer efforts and Contract Administrator (and other municipal/agency) reviews and approvals required to complete the Project.
 - a. Include all activities known at this stage of the project's development for the entire project including the construction process. Illustrate all project activities including any projected or preliminary requirements for creating temporary facilities, relocating County's staff and/or other personnel, removing and storing furniture, equipment and/or other appurtenances, hazardous material abatement, work by County, work by separate contractors, and any other activities that relate to or may impact construction of the project (including offsite work and related site reviews, permitting, etc.).
 - b. Prepare in a bar chart format, or other format as required by the Contract Administrator, which may be further developed and updated for submittal during subsequent phases of the Project.
 - c. Developer shall not be permitted to deviate from the milestones required by the Predevelopment Agreement as amended without specific written authorization from the Contract Administrator.
- 10) Developer shall submit to Contract Administrator for review and approval a schematic design phase estimate of probable Project costs itemized by major categories and projected to the expected time of expenditure.

4.03 Developer shall investigate and determine the municipal, county and other jurisdictional agency (such as water management district(s), Health Department, FAA, etc.) coordination required for the Project and, through the Contract Administrator, make applications for site plan and other review as appropriate for the project. Developer shall prepare and provide a list of permits and approvals required by such agencies to the Contract Administrator and shall coordinate with Contract Administrator concerning the timing, application requirements, fees and other matters pertaining to those agency approvals.

- (A) Developer, as required by the Contract Administrator, shall attend and provide representation at all review meetings, workshops, hearings and

Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.

- (B) Developer shall be responsible for attending and participating in design reviews conducted by the municipal, county or other jurisdictional agency and shall be responsible for responding in writing to all review comments generated in such reviews and providing revised and resubmitted documents as required by reviewing agencies in response to such reviews.

4.04 Developer shall submit ten hard copies and one electronic media version of all documents required under this Phase (except where otherwise specified) for approval by the Contract Administrator. Within 14 calendar days of receipt of Developer's submittal, Contract Administrator shall review submitted documents and provide written review comments to Developer. Developer shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 14 calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.

4.05 Developer shall provide presentations of the Schematic Design to County's staff, the public and to the Broward County Board of County Commissioners as required by the Contract Administrator.

5 Design Development Phase

5.01 After written Notice to Proceed from Contract Administrator and based on the approved Schematic Design Documents and any Contract Administrator approved adjustment of an Enabling Project's scope, schedule or budget, Developer shall prepare, submit and present for approval by the Contract Administrator, Design Development Phase documents, comprised of the following:

- (A) Project Transmittal Form
- (B) Drawing and Specification Documents to further develop the documents submitted under the Schematic Design Phase including but not limited to the following (as appropriate to the respective Enabling Project):
 - 1) Civil site plan(s) showing, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may

adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

- 2) A statement, signed and dated by the Developer and designated Professional, included on the site plan identifying the number of existing trees, the number of required trees, and the number of new trees to be planted.
- 3) Soil testing results including a copy of the Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.
- 4) Floor plan(s) including, but not be limited to, the following:
 - a. A floor plan drawn at an architectural scale that will allow the entire Enabling Project to be shown on one sheet, without break lines and which indicates any project phasing as applicable to the Project.
 - b. Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.
 - c. An equipment plan at an architectural scale that will allow representation of the entire Enabling Project on a single drawing sheet.
 - d. Large scale plans (at a minimum of 1/4 inch scale) for stairs, equipment rooms and other spaces that require detailed delineation of furniture, fixtures and equipment. Provide detailed plans (at a minimum of 1/2 inch scale) for mechanical rooms, electrical rooms, data/ telecommunication rooms, and elevator machine rooms.
 - e. Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating (as applicable to an Enabling Project) light fixture layout, air diffusers and return grilles, other ceiling mounted mechanical/plumbing system components, ceiling mounted electrical system components, proposed soffits, ceiling height changes, ceiling material

changes, access panels, and other principal ceiling design features.

- g. ADA plan(s) delineating the necessity for and initial decisions concerning compliance with the Florida Building Code. Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, tactile warnings, signage, telephones, assistive listening systems, and other building equipment and features that will provide accessibility.
 - h. Security plan(s) delineating the necessity for and initial decisions concerning placement of security equipment to include card swipe entry control devices, security cameras, door alarms and other similar security equipment.
- 5) Preliminary Room Finish Schedule.
 - 6) Preliminary Door Schedule.
 - 7) Life-safety plans to show exit strategy, rated doors, rated walls and partitions, emergency wall openings, ramps, vertical lifts and other life safety equipment applicable to the project.
 - a. Indicate and provide information concerning occupancy type, construction type, building area(s) (in square feet), total building occupancy, fire zone, maximum travel distances allowed/provided, maximum dead end corridor allowed/provided, minimum exit corridor width allowed/provided, UL and/or other classification(s) of proposed finishes, determination that building is fire sprinklered, notations concerning installation of life safety equipment by certified specialty sub-contractors pursuant to Florida Administrative Code Rule 4a-b, section 489.105(n), Florida Statutes and other applicable rules and regulations.
 - b. By symbol, indicate exits (required/provided), fire extinguishers, fire alarm equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency exit lighting, emergency power equipment, fire sprinklers, fire valve cabinets, exit signs, smoke and fire dampers, generator(s) and other life-safety equipment relevant to the facility.
 - c. By symbol, indicate connections and tie-ins to existing equipment.

- 8) Plumbing fixture locations, fixture schedule and fixture unit calculations.
- 9) All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the project.
- 10) Typical building sections to show vertical dimensions, proposed construction materials, and relationship of finished floor to finished grades.
- 11) Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.
- 12) Mechanical Drawings including (as appropriate for an Enabling Project) floor plans, reflected ceiling plans and diagrams of the facility's air conditioning (HVAC), plumbing, fire sprinkler and other mechanical building systems required for distribution and disposal of solids, fluids and gases within the facility. Include duct layout, air handling equipment, return air systems, fresh air intakes, air handling equipment, plumbing lines, equipment and fixtures, location of grease trap(s), LP gas tank location, natural gas pipe lay out, and any tie in or connection to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc. Ductwork may be presented as single line diagrams except for those areas in which ductwork or other air handling equipment is large, within tightly confined or unusually configured spaces, or within close proximity to other duct runs and/or equipment.
- 13) Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Indicate (as appropriate for an Enabling Project) location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of communications consoles, cable or closed circuit television head-ins, radio antennas, and satellite and short wave dish antennas and equipment, master clock, fire alarm panel. Include principal equipment and rack locations for computer networking, telecommunications and other communications/computer systems. Show locations of all primary building mechanical equipment such as chillers, air handler units,

etc. and their respective electrical connections. Provide plans which indicate preliminary locations of telephone, power and computer networking connections necessary for each space within the facility. Delineate preliminary distribution systems after consulting with Contract Administrator to determine County's preference.

- 14) Landscape and Irrigation Drawings including (as appropriate for an Enabling Project) preliminary designs for a code conforming landscape layout and supporting irrigation system. Landscape drawings should indicate preliminary locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, preliminary plant species selections, and any "special" landscape features. Utilize indigenous plant material for landscaping site, taking into account desirable characteristics such as low nutrient requirements, drought tolerance and growth rates. Landscape design shall be in accordance with Broward County's NatureScapes guidelines. Irrigation system drawings should indicate preliminary system selections, water sources and schematic distribution concept.
- 15) Equipment and Furnishing Schedules: Indicate equipment and furnishing items that will be provided for an Enabling Project. Provide documents in hardcopy or electronic media as developed on either spreadsheet or database software. Format schedule on a "by room" basis to include the room numbers and room names established for each space. Assign a unique identifying number to each piece of furniture and/or equipment scheduled.
- 16) Equipment and Furnishing Drawings: Provide floor plans indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided for an Enabling Project.
- 17) Outline specifications:
 - a. Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's 2014 edition of MasterFormat.
 - b. Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute's Manual of Practice (Project Resource Manual) (latest edition).
 - c. Complete for Divisions 2 through 48 documenting project decisions and giving general description of all finishes,

materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

- d. Supplement (but do not replace) outline specification sections with “cut-sheets”, product information, data, and samples as requested by Contract Administrator necessary to communicate the Developer’s design intent to the Contract Administrator.
 - e. Provide content edited on a project specific basis for the project described in this agreement. Outline specifications reflecting Developer’s other or past projects submitted in an unedited or partially edited form obvious to the Contract Administrator will be returned un-reviewed to Developer. For any such returned outline specifications, Developer and Architect/Engineer (and any necessary Subconsultants) shall prepare and re-submit at no additional cost to County replacement outline specifications edited to specifically describe the project described in this agreement.
- (C) Forms, calculations and other documentation as required by the Florida Building Code 5th Edition (2014) Energy Conservation. As applicable to an Enabling Project, forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Contract Administrator for review and approval with the Design Development documents.
- (D) An updated Project Development Schedule reflecting development and anticipated schedules for all subsequent project activities.
- (E) A letter indicating, after coordination with and identification by the County’s Construction Management, Risk Management and Facilities Management Divisions (and other agencies at the Contract Administrator’s direction), the extent of any known or suspected asbestos containing materials or other potentially hazardous materials (PCB’s, groundwater contaminants, etc.) which might require mitigation prior to or during construction of the Project. Establish and confirm Developer responsibility for removing the asbestos or other hazardous materials identified by the County or as may be subsequently discovered in the design development documents and coordinate with Project Development Schedule, and other documentation.

- (F) Preliminary colorboards to communicate preliminary material types and color selections for all basic building finish materials with the Contract Administrator. Provide single copies of preliminary colorboard(s).
- 5.02 Staff from Developer and Architect/Engineer of Record and major professional disciplines shall attend coordination, review and presentation meetings with the Contract Administrator to explain the design concept and technical resolution of their respective building or site systems.
- 5.03 Within 14 calendar days of receipt of the Developer's submittal, the Contract Administrator shall review submitted documents and provide a list of written review comments necessary to make the work of this phase complete. The Developer shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) within 15 calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this project phase as listed in the paragraphs above.
- 5.04 Developer shall provide presentations of the revised Design to County staff, the public and to the Broward County Board of County Commissioners as required by the Contract Administrator.

6 50% Construction Documents Phase:

- 6.01 After written Notice to Proceed from the Contract Administrator and based on the approved Design Development Phase documents authorized by the Contract Administrator, Developer and Architect/Engineer and any necessary Subconsultant shall prepare, for approval by Contract Administrator and in accordance with the Contract Administrator's requirements for format and organization, Final Construction Documents setting forth in detail the requirements for the construction of the respective Enabling Project. The Developer and Architect/Engineer are responsible for the full compliance of the design with all applicable codes.
- 6.02 50% Construction Documents Submittal: Developer shall make a 50% Construction Documents submittal for approval by the Contract Administrator. Within 14 calendar days of Contract Administrator's receipt of Developer's submittal, the Contract Administrator shall review submitted documents and provide a list of written review comments necessary to make the work of this phase complete. The 50% Construction Documents submittal shall include ten (10) sets of the following:

- (A) Project Transmittal Form
- (B) Updated Florida Building Code 5th Edition (2014) Energy Conservation compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.
- (C) Drawings:
 - 1) Site Plan(s) and detailing which, in addition to the Design Development requirements above, indicate:
 - a. Legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures, and staging areas and related Developer facilities for use during execution of the Work.
 - b. Site Demolition plans.
 - c. Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
 - d. Location of storm water and roof drainage systems, including catch basins, retention areas, piping, culverts, control devices and other system components.
 - e. Parking lot lighting poles location and type.
 - f. Final location for manholes, handholes, pull boxes.
 - g. Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).
 - h. Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.

- i. Plans and details of new site equipment or furnishings including site improvements and equipment, pavements, shelters, accessory structures, signage and kiosks, planters, seating areas and other site furniture, vehicular and parking equipment, landscape accessories, site and security lighting, security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the respective Enabling Project as determined by the Contract Administrator.
- 2) A phasing plan to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.
- 3) Landscape plans and detailing including: a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth. Utilize indigenous plant material for landscaping site, taking into account desirable characteristics such as lean nutrient requirements, drought tolerance and growth rates. Landscape design shall be in accordance with Broward County's NatureScapes guidelines.
- 4) Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project.
- 5) Full floor plans including:
 - a. All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.

- b. Note all chases and delineate all rainwater leaders and any other piping for ducts.
 - c. Show structural tie columns and coordinate with the floor plan.
 - d. Target interior elevations.
 - e. Delineate and note all built-in cabinetry or equipment.
 - f. Identify room and door numbers with all spaces and doors having individual numbers.
- 6) Demolition Plans: Indicate required demolition activities.
- a. Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
 - b. Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
 - c. Include notes dealing with repair of existing areas as a result of demolition.
 - d. Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
 - e. Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of the County's existing facilities.
- 7) Building elevations developed further than at the Design Development Phase and including delineation of building joints (including dimensionally located stucco control joints), expansion joints, material locations, elevation heights, color scheme, special finishes, and other building features.
- 8) Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions,

heights. Provide associated detailing to further delineate solutions for connections.

- 9) Reflected ceiling plans indicating ceiling types, heights, light fixture types, speakers, outlets, alarms, mechanical diffuser locations, sprinkler heads (if area is sprinklered) and any other ceiling mounted device, equipment, fixture and/or finish. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Subconsultants.
- 10) Roof plans:
 - a. Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, curbs, and other roof accessories.
 - b. Provide dimensions to locate the items noted previously, and show detail targets where necessary to reference detailed drawings elsewhere in the drawings.
- 11) Building Sections and Large scale wall sections as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide larger scale detailing to delineate solutions for connections.
- 12) Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms) including detail targets referencing cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories.
- 13) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

14)Details of the following:

- a. Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the project or the existing facility.
- b. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
- c. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- d. Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the project. Coordinate and delineate electrical connections and power requirements.
- e. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, etc.
- f. Any other specialized items necessary to clearly express the intent of the project design.

15)Room finish, door and window schedules coordinated with the floor plans developed beyond the Design Development Phase.

16)Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

17)Mechanical Drawings:

- a. Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

- b. Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, fixture schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- c. Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

18)Electrical: Provide drawings for the following systems:

- a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer print out for all indoor typical indoor spaces and parking lots.
- b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
- c. Panel schedule may be in preliminary form but circuitry must be included.
- d. Applicable installation details.
- e. General legend and list of abbreviations.
- f. Voltage drop computation for all main feeders.
- g. Short circuit analysis
- h. Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- i. Indicate surge protector for main switchboard and electrical panels.

19)Updated Furniture and Equipment Plans and Furniture and Equipment Schedules.

- (D) Progress construction specifications:
 - 1) Provide preliminary Project Manual including construction contract, general conditions and other associated “front end” documents.
 - 2) Include Division 1 based upon the design criteria package, and guide specification documents provided by the Contract Administrator.
 - 3) Include progress set of all other Sections in Divisions 2-48 with each section further developed to demonstrate to the Contract Administrator an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.
 - 4) Specification sections shall be organized to follow the Construction Specification Institute’s (CSI) 2014 edition of MasterFormat with each section developed to include CSI’s standard 3-part section and page formats with full paragraph numbering.
- (E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, County occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt chart) type schedule with milestones.
- (F) Colorboards illustrating the selection of colors, finishes, textures and aesthetic qualities of all basic building finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

6.03 The Developer and any necessary consultant/Subconsultant shall make all changes to the documents as required by the Contract Administrator’s review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrator standards, or other issues raised by the Contract Administrator during their review of the documents. The Contract Administrator will retain the documents submitted at this phase:

- (A) Developer shall submit a letter from the Architect/Engineer of Record and any necessary Subconsultant, on each of the major technical disciplines, explaining how each previous comment provided by the Contract Administrator concerning the project has been addressed and corrected.

7 90% Construction Documents Phase:

7.01 90% Construction Documents Submittal: After written Notice to Proceed from the Contract Administrator and based on the approved 50% Construction Documents Phase submittal, Developer shall make a 90% Construction Documents submittal for approval by the Contract Administrator. Within 21 calendar days of Contract Administrator's receipt of Developer's submittal, the Contract Administrator shall review submitted documents and provide a list of written review comments necessary to make the work of this phase complete. The 90% Construction Documents submittal shall include TEN (10) sets of the following:

- (A) Project Transmittal Form.
- (B) General Requirements:
 - 1) Updated Florida Building Code 2004, Chapter 13, Florida Energy Efficiency for Building Construction (FEEBC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.
 - 2) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- (C) Drawings: The drawings shall include, in addition to the Phase II 50% document requirements specified above, the following:
 - 1) Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
 - 2) Plans and details including, but not limited to:
 - a. Title sheet utilizing the Broward County Construction Management Division's standard cover sheet format including a

table of contents and statement of compliance by the Architect and Engineer(s) of record.

- b. Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans. (Alternatively, the Developer may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire project following the cover sheet.)
- c. Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
- d. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
- e. Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams; kitchen exhaust hoods; and, equipment, fan, fixture and other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Phase II FEEBC/LCCA analysis have been incorporated into the documents.
- f. Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other drawing information with an indication that the mechanical/electrical systems from the Florida Building Code 5th Edition (2014) Energy Conservation analysis have been incorporated into the documents.
- g. Landscape Architecture, Irrigation, and other Subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.

(D) Progress construction specifications:

- 1) Include progress set of all Sections in Divisions 2-48 with each section further developed to demonstrate to the Contract Administrator an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.

2) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2014 edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

(E) An updated Project Development Schedule, formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, County occupancy, and all other significant Project events. Format updated schedule as a Bar Chart (Gantt chart) type schedule with milestones.

(F) Colorboards illustrating the selection of colors, finishes, textures and aesthetic qualities of all basic building finish materials for final review and approval by the Contract Administrator and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

7.02 Developer and any necessary consultant/Subconsultants shall make all changes to the documents as required by the Contract Administrator's review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrator standards, or other issues raised by the Contract Administrator during its review of the documents. The Contract Administrator will retain the documents submitted at this phase:

(A) Developer shall submit a letter from the Architect/Engineer of Record and any necessary Subconsultant, on each of the major technical disciplines, explaining how each previous comment provided by the Contract Administrator concerning the project has been addressed and corrected.

7.03 Staff from Developer, Architect/Engineer of Record and any necessary Subconsultants shall attend coordination, review and presentation meetings with the Contract Administrator to explain the development of the design concept and technical resolution of their respective building or site systems.

7.04 The Contract Administrator's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve

the Developer and Architect/Engineer of Record and Subconsultants of any responsibility for their accuracy, adequacy and completeness.

8 100% Construction Documents Phase:

8.01 100% Construction Documents Submittal: After written Notice to Proceed from the Contract Administrator and based on the approved 90% Construction Documents Phase submittal and upon 100% completion of the Construction Documents, the Developer shall submit to the Contract Administrator the final 100% complete drawings, specifications, reports, programs, updated Project Development Schedule, and other such other documents as reasonably required by the Contract Administrator. Within 21 calendar days of Contract Administrator's receipt of Developer's submittal, the Contract Administrator shall review submitted documents and provide a list of written review comments necessary to make the work of this phase complete to Developer, within the time frames established on the schedule established for the respective enabling project.

(A) Developer and Architect/Engineer of Record and any necessary Subconsultant shall modify and resubmit to Contract Administrator until approved (if not initially satisfactory to the Contract Administrator) by 14 calendar days from the receipt of Contract Administrator's review comments such documents and drawings as required to illustrate the respective Enabling Project. The 100% construction documents shall conform to the Contract Administrator's requirements and all mandatory requirements cited by the County's Construction Management Division (or its designated reviewers). Developer shall, through the Contract Administrator, coordinate project specific requirements with other participating County review agencies (Small Business Development Division (SBDD), Risk Management Division, County Attorney, etc.) and others listed below or having jurisdiction or special interest in the Project.

8.02 Developer shall submit ten (10) hard copies and one electronic media version of all documents for the 100% Construction Document phase. The submittal shall include:

(A) Project Transmittal Form.

(B) General Requirements:

1) Record Set. This submittal is the official record set.

- 2) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by Architect/Engineer of Record and any necessary Subconsultant, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Architect or Engineer of record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the Florida Building Code and pertinent Broward County amendments thereto.
 - 3) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
 - 4) Changes to the Contract Documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Contract Administrator in duplicate as they occur. Documents resubmitted shall bear the appropriate signatures and seals.
- (C) Drawings: The drawings shall include, all of the drawings listed under the 90% construction documents phase, listed above, finalized and including all of the approved revisions and comments issued by the Contract Administrator.
- (D) Project Manual: Developer shall review and coordinate with the Contract Administrator regarding the preparation of the following:
- 1) Final specification sections for Divisions 2 through 48 organized and formatted as required for the set of 90% progress specifications.
- (E) A letter from the Architect/Engineer of Record and any necessary Subconsultant explaining how each previous review comment as generated by the Contract Administrator and other reviewing agencies concerning the project have been addressed and/or corrected.
- 8.03 Developer and Architect/Engineer of Record and any necessary Subconsultant shall make all required changes or additions and resolve all questions on the documents. The 100% document set shall be returned to the Contract Administrator. Upon final approval by the Contract Administrator, Developer shall furnish Five (5) record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, of all

Drawings, Specifications and other documents required during this project phase to the Contract Administrator without additional charge.

8.04 Staff from each of the Architect/Engineer of Record and Subconsultants shall attend coordination, review and presentation meetings with the Contract Administrator to explain the development of the design concept and technical resolution of their respective building or site systems for the 100% construction document submittals

8.05 The Contract Administrator's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve Developer of any responsibility for their accuracy, adequacy and completeness.

9 Permitting

9.01 Developer shall research all permits, approvals and authorizations which may be required from jurisdictional agencies with authority over the Enabling Projects. Developer shall meet on an as-needed basis with jurisdictional agencies in order to clarify or explain submitted documents and to ascertain the scope and intent of review comments made by those jurisdictional agencies. Developer shall provide graphic and written documents as necessary to facilitate these jurisdictional reviews, including issuing revised drawings and specifications in response to review comments and/or other concerns generated by those jurisdictional agencies without additional cost to County.

(End of Exhibit A.2)

**PROJECT A AND HEADQUARTERS HOTEL
AGREEMENT FOR DESIGN SERVICES
ATTACHMENT 1
ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS**

The Contract Administrator utilizes electronic media as the principal way it develops, communicates and archives information concerning Broward County's various construction programs. The Agreement requires submittal of documents produced on electronic media and the utilization of Building Information Modeling (BIM) and Virtual Design and Construction (VDC) methodologies during the programming, design, construction and occupancy phases of the Project. Developer will include native format and Interoperability Foundation Classes (IFC) BIM deliverables at all project milestones, with any supplementary two-dimensional (2D) deliverables to be derived from the model. The Contract Administrator requires open-standard facility management data as a project deliverable at all milestones. Requirements for that media are presented below.

Section 1 Definitions and Identifications

In addition to terms defined elsewhere in the Agreement, the following definitions and identifications set forth below apply:

- 1.1 CAD/CADD: Computer Aided Design/Computer Aided Design and Drafting. Interchangeably used terms interpreted as 2D, (Two Dimensional) representations in electronic format.
- 1.2 COBie: Construction Operations Building Information Exchange specifications as administered through the buildingSMART alliance, National Institute of building Sciences, Washington, DC. http://www.nibs.org/?page=bsa_cobie.
- 1.3 Compatible Data: Data that can be accessed directly by the target BIM or CADD system upon delivery to the Contract Administrator, without further translation or post-processing of the electronic digital data files. It is the responsibility of Developer to ensure this minimum level of compatibility.
- 1.4 IFC: Interoperability Foundation Classes, open sharable standards for building information as defined by the buildingSMART alliance, National Institute of building Sciences, Washington, DC. <http://www.buildingsmart.org/compliance/certified-software>
- 1.5 OmniClass: OmniClass Construction Classification System (OCCS), is a means of organizing and retrieving information specifically designed for the construction industry. This agreement incorporates Table 23 establishing National Standards for the classification of construction products. Most recent release date May 16, 2012. OmniClass uses MasterFormat and UniFormat as the basis of its Tables wherever possible. <http://www.omniclass.org/about>

Section 2 Electronic Media

2.1 General Requirements:

2.1.1 All Work, including drawings, surveying work, maps, details or other drawing information to be provided in electronic media by Developer shall be accomplished and developed using a coordinated combination of CADD and BIM which may also include other software and procedures conforming to the following criteria.

2.2 BIM and CADD Graphic Formats:

2.2.1 Provide all BIM and CADD data in any of the following software formats:

- a. Autodesk, Inc. Revit 2016 or higher.
- b. Autodesk, Inc. AutoCAD release 2016 or higher.
- c. Alternative compatible BIM software formats that conform to the requirements of Section 2.2 of this Attachment if accepted in writing by the Contract Administrator.
- d. Alternative compatible CADD software formats that conform to the requirements of Section 2.2 of this Attachment if accepted in writing by the Contract Administrator.

2.2.2 BIM data required for Contract submittals shall be provided in native .rvt format as well as .ifc format in conformance with IFC (Industry Foundation Classes) IFC2x4 or higher, as established by the buildingSMART International Alliance for Interoperability. Use of BIM vendor's or systems that incorporate the International Alliance for Interoperability IFC standard above shall be approved in writing in advance by the Contract Administrator and comply with this Attachment.

2.2.3 Building Positioning to be accomplished for the intended project site by using "Auto – by Shared Coordinates" process or similar. Obtain State Plane Coordinates from Project survey information and utilize this same positioning process for all BIM files.

2.2.4 CADD data required for Contract submittals shall be provided in native .dwg format or be contained within the structure of the BIM data required in Section 2.2.2.

- 2.2.5 Copies of all BIM drawing sheets or other CADD submittals intended for hardcopy plotting or printing shall be provided by Developer and subconsultants in portable document format (pdf). Final document submittals shall also include drawing web format (.dwf) electronic media of above.
- a. Developer shall ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files and images, blocks, attribute links, pen settings and all other files external to the drawing itself) are compatible with the Contract Administrator's target BIM and/or CADD system (i.e., BIM and CADD software, platform, database software), and adhere to the standards and requirements specified herein.
- 2.2.6 Target platform: A personal computer with Windows 7 operating system that meets or exceeds the minimum manufacturer's requirements to operate the version of software utilized for the project.
- 2.2.7 Any non-graphical database delivered with prepared drawings shall be provided in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database. All database tables shall conform to the structure and field-naming guidance provided upon request by the Contract Administrator.
- a. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.
- 2.2.8 BIM Content:
- a. Provide all Building Information Modeling (BIM) models in conformance to the General Service Administration's (GSA) "Building Information Modeling Guide 02 -Spatial Program Validation," dated May 21, 2015 or later. Provide space identification, charts and information in conformance with this Guide.
 - b. See also Attachment 2, BIM/CADD Standards of Care.
- 2.2.9 CADD Standards:
- a. Standard plotted drawing size: 24 inch x 36 inch sheets.
 - b. Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
 - c. Drawing Set Organization and Sheet Identification per the United States National CAD Standard - V5. Provide dots in lieu of dashes at all uses.

2.2.10 CADD Layering:

- a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, "CAD Layer Guidelines", 2nd edition or later.
- b. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

2.2.11 Attribute Definitions:

- a. Obtain latest guidance from the Contract Administrator concerning attribute definition, database linking and other information embedding requirements prior to production of documents.

2.2.12 Deviations from Standards:

- a. Submit a written request for approval of any deviations from the Contract Administrator's established electronic media standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's uses and information systems.
- b. No deviations from the Contract Administrator's established BIM/CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.

2.3 Non-BIM/CADD Graphic Format:

- 2.3.1 Provide digital photography files and other miscellaneous graphics in JPEG or PNG format.

2.4 Non-Graphic Format:

- 2.4.1 Provide word processing files in Microsoft Word 2013 or higher compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.

- 2.4.2 Provide spreadsheet files in Microsoft Excel 2013 or higher for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
- 2.4.3 Provide database files in relational database format compatible with Microsoft Access 2013 or higher, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

2.5 Delivery Media and Format:

- 2.5.1 Submit copies of all BIM/CADD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals.
- 2.5.2 Provide electronic digital data and files on labeled CD or DVD media. Flash drives are acceptable alternatives and shall contain identifying County project information in their disk name. Other media will not be accepted without Contract Administrators approval.
- 2.5.3 The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD or BIM system.
- 2.5.4 The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system software.
 - d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
 - e. A list of the filenames, (a separate sheet will be accepted).
- 2.5.5 Before a BIM/CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Ensure that drawing sheets, viewports, paperspace, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.

- b. Make sure all reference files are attached without device or directory specifications.
- c. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided to the Contract Administrator with the delivery media.
- d. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials shall be provided to the Contract Administrator as a part of the electronic digital deliverables.
- e. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- f. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- g. Document any fonts, tables, or other similar customized drawing element developed by Developer or not provided among the Contract Administrator-furnished materials. The contractor shall obtain Contract Administrator approval before using anything other than the Contract Administrator's standard fonts, linetypes, tables, blocks, or other drawing elements available from the Contract Administrator.

2.6 Submittals:

- 2.6.1 Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
- 2.6.2 Submit electronic media with a transmittal letter containing, as a minimum, the following information:
 - a. The information included on the external label of each media unit (e.g., CD, DVD, flash drive, etc.), along with the total number being delivered, and a list of the names and issue dates of all files on the media.

- b. Confirm that all delivery media are free of known computer viruses and malware. The release or version date of the virus-scanning software shall be the current version that has detected the latest known viruses at the time of delivery of the digital media.
- c. The following “Plot File Development and Project Documentation Information” as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal:
 - 1. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Developer with the Contract Administrator-furnished materials, and any associated properties.
 - 2. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 - 3. Recommended modifications which will be necessary to make the data available for GIS use.

2.7 Ownership:

- 2.7.1 County will have unlimited rights under the Agreement to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.
- 2.7.2 Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from Developer except where otherwise limited within the Contract.
- 2.7.3 The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.
- 2.7.4 All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

2.8 Other Digital Information:

- 2.8.1 A variety of digital information may be generated by participants in the design process including the Contract Administrator, Developer, Subconsultants, Contractor, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.
- 2.8.2 Developer shall facilitate and participate in this digital exchange of information by conforming to the standards expressed above.

End of Attachment 1: Electronic Media Submittal Requirements

**PROJECT A AND HEADQUARTERS HOTEL
AGREEMENT FOR DESIGN SERVICES
ATTACHMENT 2
BIM/CADD STANDARDS OF CARE**

General Provisions.

The Model shall be developed to include the systems described below as they would be built, the processes of installing them, and to reflect final as-built construction conditions. The deliverable Model at all phases shall be developed to include as many of the systems described below as are necessary and appropriate to the design stage. The BIM Model shall be provided in an editable form and from its inception shall include automatic model positioning using a common reference point (Point of Origin), based on “Florida State Plane Coordinates” derived from the project survey.

The Model shall be developed using Building Information Modeling (“BIM”) supplemented with Computer Aided Drafting and Design (“CADD”) content as necessary to produce a complete set of Construction Documents.

The following Level of Development (LOD) descriptions are summaries of Level Of Development Specification for Building Information Models as developed by BIMForum. (<http://bimforum.org/lof>), current edition (2014 or later). The LOD identifies the specific content requirements and associated authorized uses for each Model Element at six progressively detailed levels of completeness. Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels.

The parties shall utilize the appropriate Levels of Development (LOD) described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project. The following list is a simplified summary of the adopted Levels of Development:

- 100 – Conceptual symbols
- 200 - Approximate geometry, Generic systems
- 300 - Precise geometry with clearances
- 350 - Precise geometry interfaces, clash detection with subcontractor input.
- 400 – Fabrication/Installation Detail (shop drawings)
- 500 - As-built field verification

LEVEL OF DEVELOPMENT (LOD) – EXPANDED DESCRIPTIONS

LOD 100: Schematic Phase (Basic Service)

Model Content Requirements: Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.

Potential Uses

- a. Analysis: The Model may be analyzed based on volume, all spaces, area and orientation by application of generalized performance criteria assigned to the representative Model Elements.
- b. Cost Estimating: The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, etc.).
- c. Schedule. The Model may be used for project phasing and overall duration.

LOD 200: Design Development Phase (Basic Service)

Model Content Requirements: Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements. Partitions and simple furniture models shall be included at this phase.

Potential Uses

- a. Analysis. The Model may be analyzed for performance of selected systems by application of generalized performance criteria assigned to the representative Model Elements.
- b. Cost Estimating. The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).
- c. Schedule. The Model may be used to show ordered, time-scaled appearance of major elements and selected systems.

LOD 300: Construction Documents Phase (Basic Service)

Model Content Requirements: Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.

Facility Management information: Developer will be required to input all new products installed under the scope of work for this project in conformance with an agreed upon list in Omniclass Table 23 format per Table 1 herein. Contract Administrator and Developer to meet to refine the scope of the COBie information following issuance of the Schematic Phase NTP.

Potential Uses

Suitable for the generation of traditional construction documents and shop drawings.

- a. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model

Elements.

- b. Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and industry estimating techniques.
- c. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
- d. Clash Detection. The Model may be used to identify architectural and engineering conflicts for primary systems and elements. Areas of study include HVAC ductwork and equipment, structural elements, above ground plumbing and drainage piping, fire sprinklers and risers, and other similar systems.

LOD 350: Construction Phase

Model Content Requirements: Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Clearances and access requirements to be included in model elements where applicable, (e.g. VAV access, HVAC access panels, equipment door swings, maintenance panel access, etc.). Non-geometric information may also be attached to modeled elements.

Facilities Management information: Developer to provide complete BIM model(s) containing Construction Operations Building Information Exchange (COBIE) standards in conformance with Table 1 herein. Developer to complete COBie information in accordance with LOD 500.

Potential Uses

- a. Clash Detection. The model may be used to coordinate the configuration, installation and positioning of all building elements.
- b. Facility Management. The Model may be utilized for maintaining, altering, and adding to the Project. Update and confirm preliminary COBie data.
- c. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
- d. Cost Estimating. The Model may be used to develop cost estimates due to change in project scope based on the specific data provided and estimating techniques.
- e. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

Detailed BIM Delivery Breakdown for Level 300 and 350:

1. **Architectural/Interior Design**. The Architectural systems Model may vary in level of detail for individual building elements, but at a minimum the model shall include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
 - a. Spaces. The Model shall include spaces defining actual net square footage and net volume, and holding data to develop the room finish schedule including room names and numbers. Include program information to verify design space against programmed space, using this information to validate area quantities.
 - b. Walls and Curtain Walls. Each wall shall be depicted to the exact height, length, width, materiality and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.
 - c. Doors, Windows and Louvers. Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.
 - d. Roof. The Model shall include the roof configuration, drainage system, penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and wall sections where roof design elements are depicted.
 - e. Floors. The floor slab(s) shall be developed in the Structural Model and then referenced by the Architectural Model.
 - f. Ceilings. All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and wall sections where ceiling design elements are depicted.
 - g. Vertical Circulation. All continuous vertical components (i.e., non-structural shafts, architectural stairs, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.
 - h. Architectural Specialties. All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and millwork (i.e., cabinetry and counters) shall be accurately depicted with the

- necessary intelligence to produce accurate plans, elevations, sections and schedules in which such design elements are referenced.
- i. Signage. The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.
 - j. Schedules. Provide door, window, flooring, wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.
2. **Furniture.** The furniture Model may vary in level of detail for individual elements, but at a minimum shall include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing, and have necessary intelligence to produce accurate plans. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Representation of furniture elements is to be 3D. Examples of furniture include, but are not limited to, desks, furniture systems, seating, tables, and office storage.
- a. Furniture Coordination. Furniture that makes use of electrical, data or other features shall include the necessary intelligence to produce coordinated documents and data. Models shall be sufficient to enable their use to demonstrate complete furniture mounted electrical and data installation locations.
3. **Equipment.** The Model may vary in level of detail for individual elements. Equipment shall be depicted to meet layout and clearance requirements with the necessary intelligence to produce accurate plans and schedules, indicating the configuration, materials, finishes, mechanical, electrical requirements and all other related utilities. Examples of equipment include but are not limited to copiers, printers, refrigerators, ice machines, microwaves, and equipment specifically related to the operations and functions of the facility.
- a. Schedules. Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.
4. **Structural** The Structural systems Model may vary in level of detail for individual elements, but at a minimum shall include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
- a. Floor Slabs. Structural floor slabs shall be depicted with all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted. Major penetrations shall include A/C duct chases and pipes larger than 6" dia. only.

- b. Structural Steel. All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans, related building/wall sections, and schedules.
 - c. Cast-in-Place Concrete. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting cast-in-place concrete elements.
 - d. Precast/Tilt up/CMU. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting such elements.
 - e. Expansion Joints. Joints shall be accurately depicted.
 - f. Shafts. All shafts, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.
 - g. Openings and Penetrations. All major openings and penetrations that would be included on a quarter inch (1/4"=1'0") scaled drawing.
5. **Mechanical.** The Mechanical systems Model may vary in level of detail for individual elements, but at a minimum shall include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:
- a. HVAC. All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution for supply, return, ventilation and exhaust ducts, control systems, chillers, registers, diffusers, grills, and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules.
 - b. Mechanical Piping. All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules.
6. **Plumbing.** All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules.
- a. Equipment Clearances. All Mechanical equipment clearances shall be modeled for use in interference management and maintenance access requirements.

- b. Elevator Equipment. All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.
7. **Electrical/Telecommunications/Data**. The Electrical and Telecommunications systems Model may vary in level of detail for individual elements, but at a minimum shall include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1-1/2"Ø) field-routed conduit is not required to be depicted in the Model. Additional *minimum* Model requirements include:
- a. Interior Electrical Power and Lighting. All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, panel boards, cable trays and control systems), including necessary intelligence to produce accurate plans, details and schedules. Lighting and power built into furniture/equipment shall be modeled.
- b. Special Electrical. All necessary special electrical components (i.e., security, mass notification, public address, nurse call and other special electrical occupancy sensors, and control systems), including necessary intelligence to produce accurate plans, details and schedules.
- c. Grounding. All necessary grounding components (i.e., lightning protection systems, static systems, communications, and bonding), including necessary intelligence to produce accurate plans, details and schedules.
- d. Telecommunications/Data. All existing and new telecommunications service controls and connections, both above ground and underground, with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents.
- e. Equipment Clearances. All Electrical equipment clearances shall be modeled for use in interference management and maintenance access requirements.
8. **Fire Protection**. The fire protection system Model may vary in level of detail for individual elements, but at a minimum shall include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than

1-1/2" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:

- a. Fire Alarms. Fire alarm/mass notification devices and detection system shall be indicated with necessary intelligence to produce accurate plans depicting them.
- b. Fire Protection System. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All fire protection piping shall be modeled.

LOD 400: BIM for Construction Administration

LOD 500: BIM for Facility Management

LOD 500 BIM shall be provided by Developer. Developer shall submit a fully complete LOD 500 BIM model with completed extraction of COBie data in Excel format.

Model Content Requirements: Model Elements are modeled as constructed assemblies actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information may also be attached to modeled elements. Facilities Management information completed with all requested information developed to Construction Operations Building Information Exchange (COBIE) and LOD 500 standards.

Potential Uses

- a. Facility Management. The Model may be utilized for maintaining, altering, and adding to the Project.
- b. Project Record Documents. As-built data accurately portrayed in the BIM model for future reference and reuse.

COBie Data

Within 30 days from the issuance of NTP for the Schematic Design Phase specified in Exhibit A.1, Scope of Work for Project Concept Development, the Contract Administrator and Developer shall finalize and select items from the following Omniclass 23 table to establish the basis of COBie elements to be tracked and delivered in the completed model.

23-11	Products
23-13	Structural and Exterior Enclosure Products
23-15	Interior and Finish Products
23-17	Openings, Passages, and Protection Products
23-21	Furnishings, Fixtures and Equipment Products

23-23	Conveying Systems and Material Handling Products
23-27	General Facility Services Products
23-29	Facility and Occupant Protection Products
23-31	Plumbing Specific Products and Equipment
23-33	HVAC Specific Products and Equipment
23-35	Electrical and Lighting Specific Products and Equipment
23-37	Information and Communication Specific Products and Equipment

Table 1.0 – Selected Excerpt from Omniclass Table 23

End of Attachment 2a: BIM/CADD Standards of Care

BCCCH

DRAFT

Sept 28, 2017

Information Required for Completion of Design Agreement:

SCOPE: A.1.2 - CONVENTION CENTER (EAST & WEST EXPANSION)

Fee Structure by Discipline - For Project Concept & Schematic Design																	
Design Phase	Architectural Coordination STANTEC	Architectural Design FENTRESS		MEP/FP Engineering SYSKA HENNESEY	VERTICAL TRANSPORTATION SYSKA HENNESEY	Structural Engineering DESIMONE	Landscape Architecture CURTIS + ROGERS	Telecom/Security Eng. ROSS & BARUZZINI	Civil Engineering CRAVEN THOMPSON	Parking & Traffic KIMLEY HORN	Life Safety Jensen Hughes	Balfour Beatty	Permitting, DRC, Environmental & Geotech Survey	Legal	MSW Project Management	MSW Development Fee	Contract Value
Programming	\$ 45,072	\$ 104,203		\$ 5,000	\$ 2,000		\$ 18,900	\$ 81,781	\$ 87,410			\$ 164,529	\$325,550	\$100,000	\$7,633	\$32,973	\$975,051
Conceptual Design	\$ 103,840	\$ 243,141		\$ 46,250	\$ 12,400	\$ 20,000	\$ 28,350	\$ 100,248	\$ 15,320		\$ 12,500	\$ 278,087	Incl	Incl	\$12,902	\$30,556	\$903,595
Schematic Design	\$ 297,024	\$ 548,438		\$ 272,500	\$ 28,000	\$ 70,500	\$ 47,250	\$ 81,781	\$ 136,830	\$ 32,710	\$ 17,380	\$ 732,145	Incl	Incl	\$33,968	\$80,448	\$2,378,975
Subtotal Arch (Programming, Conceptual, Schematic)	\$ 445,936																
DRC Submittal	\$ 161,952											\$ 77,376	Incl	Incl	\$3,590	\$8,502	\$251,420
Previous value Outstanding	\$ 267,800											\$ 71,500					\$339,300
Subtotal	\$ 875,688	\$ 895,782	\$ -	\$ 323,750	\$ 42,400	\$ 90,500	\$ 94,500	\$ 263,810	\$ 239,560	\$ 32,710	\$ 29,880	\$ 1,323,637	\$325,550	\$100,000	\$58,094	\$152,480	\$4,848,341
Total Fee - Scope A.1.2																	\$4,848,341

SCOPE: A.2.0 - ENABLING PROJECT SITE INVESTIGATION & DOCUMENTATION

Fee Structure by Discipline																	
Design Phase	Architectural Coordination STANTEC			MEP/FP Engineering SYSKA HENNESEY	VERTICAL TRANSPORTATION SYSKA HENNESEY	Structural Engineering DESIMONE	Landscape Architecture CURTIS + ROGERS	Telecom/Security Eng. ROSS & BARUZZINI	Civil Engineering CRAVEN THOMPSON	Parking & Traffic KIMLEY HORN	Life Safety Jensen Hughes	Balfour Beatty	Permitting, DRC, Environmental & Geotech Survey	Legal	MSW Project Management	MSW Development Fee	Contract Value
Site Investigation	\$ 11,808			\$ 130,000		\$ 10,000	\$ 48,500	\$ 48,360	\$ 46,860			\$ 192,078		\$10,000	\$7,314	\$17,672	\$522,592
Traffic Study										\$ 106,500					\$0	\$0	\$0
															\$1,598	\$3,783	\$111,881
																	\$0
Subtotal	\$ 11,808	\$ -	\$ -	\$ 130,000	\$ -	\$ 10,000	\$ 48,500	\$ 48,360	\$ 46,860	\$ 106,500	\$ -	\$ 192,078	\$0	\$10,000	\$8,912	\$21,456	\$634,473
Total Fee - Scope A.2.0																	\$634,473

SCOPE: A.2.1 - ENABLING PACKAGE NO. 1 - CENTRAL PLANT DESIGN

Fee Structure by Discipline - For Schematic Design up to CA																	
Design Phase	Architectural Coordination STANTEC			MEP/FP Engineering SYSKA HENNESEY	VERTICAL TRANSPORTATION SYSKA HENNESEY	Structural Engineering DESIMONE	Landscape Architecture CURTIS + ROGERS	Telecom/Security Eng. ROSS & BARUZZINI	Civil Engineering CRAVEN THOMPSON	Parking & Traffic KIMLEY HORN	Life Safety Jensen Hughes	Balfour Beatty	Permitting, DRC, Environmental & Geotech Survey	Legal	MSW Project Management	MSW Development Fee	Contract Value
Project Development C	incl			\$ 10,750			\$ 788	\$ 9,800	\$ 9,440			\$ 9,260		\$10,000	\$601	\$1,772	\$52,411
Schematic Design	\$ 186,259			\$ 134,500		\$ 7,000	\$ 2,362	\$ 26,840	\$ 21,560			\$ 171,291		Incl	\$8,247	\$19,532	\$577,592
Design Development	\$ 133,042			\$ 228,250		\$ 14,000	\$ 3,937	\$ 24,240	\$ 29,500			\$ 206,861		Incl	\$9,597	\$22,730	\$672,157
50% Construction Docu	\$ 133,042			\$ 145,250		\$ 15,750	\$ 3,937	\$ 13,824	\$ 63,185			\$ 179,159		Incl	\$8,312	\$19,686	\$582,145
100% Construction Docu	\$ 79,825			\$ 145,250		\$ 15,750	\$ 4,726	\$ 15,440	\$ 56,985			\$ 166,920	\$137,993	Incl	\$7,273	\$22,056	\$652,219

