

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED 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 Second Amendment to the Amended and Restated Agreement (“Second Amendment”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and Mathews Holdings Southwest, Inc., a Texas corporation (“Developer”) (collectively referred to as the “Parties” and individually as a “Party”).

RECITALS

A. Pursuant to the County issuing Request for Letters of Interest No. N1337414R3 dated October 29, 2015 (“RLI”), the County sought and received a final proposal from Developer for the redevelopment of County-owned property with an expansion of the existing Convention Center and development and construction of a Headquarters Hotel (the “Project” as defined in the RLI and comprised of “Project A, the Convention Center Expansion, and “Project B, the Headquarters Hotel); and

B. The Broward County Commission (“Board”), 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, through entry into a Comprehensive Agreement (as defined in the Predevelopment Agreement (as hereinafter defined); and

C. The County 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 Project; and

D. The County approved a Design Services Agreement on November 21, 2017, as amended by that certain First Amendment dated February 26, 2018 (the “Design Services Agreement”) which authorized Optional Services fees and Reimbursable expenses for certain on-site investigatory activities related to the Project; and

E. The County approved an Amended and Restated Design Services Agreement on May 8, 2018 (the Amended and Restated Design Services Agreement”), which authorized programming and schematic design services for Project A and three enabling projects, provided compensation for previously completed work, and increased the Optional Services fees and reimbursable expenses for certain on-site investigatory activities and other anticipated Developer activities; and

F. The County approved a First Amendment to the Amended and Restated Design Services Agreement on November 18, 2018 (“First Amendment”) (together with the Amended

and Restated Design Services Agreement, the “Agreement”), which added schematic design services for Project B to compensate Developer for prior completed work on Project B which was authorized pursuant to the Predevelopment Agreement and to add additional; and

G. The Parties desire to amend the Agreement to allow for continued design services.

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

1. The above Recitals are true and correct and are incorporated into this Second Amendment by reference.

2. Changes to the Agreement are indicated herein by use of strikethroughs to indicate deletions and bold or underlining to indicate additions. This Second Amendment shall be effective as of the date it is fully executed by the Parties.

3. Exhibit A is amended to add a new Exhibit A.5, Scope of Services for Continued Design Services, attached hereto and made a part of this Second Amendment.

4. Section 5.1.2 of the Agreement is hereby amended as follows:

5.1.2 Lump Sum Compensation. Compensation to Developer for the performance of all Basic Services identified in Exhibit A shall be on a “Lump Sum” basis, for the lump sum amounts indicated below for the following work elements:

Work Element	Lump Sum Fee
Exhibit A.1 - Scope of Services For Project Concept Development & Schematic Design	\$2,928,922
Exhibit A.2 - Scope of Services For Enabling Project Site Investigation & Documentation	\$1,590,166
Exhibit A.2 - Scope of Services For Enabling Project No. 1, Central Energy Plant Design	\$467,868
Exhibit A.2 - Scope of Services For Enabling Project No. 2, Parking Facility Modifications	\$547,538
Exhibit A.2 - Scope of Services For Enabling Project No. 3, 18 th Street Modifications	\$97,424
Exhibit A.4 – Scope of Services For Schematic Design of Project B	\$3,406,941
<u>Exhibit A.5 – Scope of Services</u> <u>For Design Continuation</u>	<u>\$16,577,455</u>
Total Lump Sum Fee	<u>\$9,038,859</u> <u>\$25,616,314</u>

5. Section 5.1.4 of the Agreement is hereby amended as follows:

5.1.4 Optional Services. County has established an amount of ~~\$3,525,450~~ 4,805,376 for potential Optional Services which may be utilized pursuant to Article 6 (“Optional Services Contingency Fund”). Unused amounts of the Option Services Contingency Fund 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. Provided, however, the Developer shall be under no obligation to perform Optional Services which could cause the Optional Services Contingency Fund to be exceeded unless the County provides documentation to the Developer evidencing the Board’s or County Administrator’s approval of a commensurate increase in the Optional Services Contingency Fund in accordance with applicable law and the County’s rules of governance.

6. Section 5.1.5 of the Agreement is hereby amended as follows:

5.1.5 Reimbursable Expenses. County has established a maximum amount not-to-exceed amount of ~~\$1,428,027~~ 3,085,773 for potential reimbursable expenses which may be utilized pursuant to Section 5.3, a schedule of which is attached hereto as Exhibit C. Unused amounts of those monies established for reimbursable expenses shall be retained by County and the Contract Administrator may reallocate between line items listed on Exhibit C at the Contract Administrator’s discretion.

7. Section 5.1.7 of the Agreement is hereby amended as follows:

5.1.7 Phased Payments. Payments for Basic Services shall be made 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 Services
For Project Concept Development & Schematic Design**

Project Phase	Fee %	Fee Amount/Phase
Programming Phase	13.2%	\$385,728
Conceptual Design Phase	12.1%	\$354,099
Schematic Design Phase	74.7%	\$2,189,094
Total Lump Sum Fee	100%	\$2,928,922

**Exhibit A.2 - Scope of Services
For Enabling Project Site Investigation & Documentation**

Project Phase	Fee %	Fee Amount/Phase
Site Investigation	45.3%	\$720,245
Programming, Conceptual & SD	3.6%	\$57,166
DRC Submittal	37.1%	\$590,579
Traffic Study	14.0%	\$222,061
Total Lump Sum Fee	100%	\$1,590,051

**Exhibit A.2 - Scope of Services
For Enabling Project No. 1, Central Energy Plant Design**

Project Phase	Fee %	Fee Amount/Phase
Project Development Conference	0.0%	\$0
Schematic Design Phase	100.0%	\$467,868
Total Lump Sum Fee	100%	\$467,868

**Exhibit A.2 - Scope of Services
For Enabling Project No. 2, Parking Facility Modifications**

Project Phase	Fee %	Fee Amount/Phase
Project Development Conference	0.0%	\$0
Schematic Design Phase	100.0%	\$547,538
Total Lump Sum Fee	100%	\$547,538

**Exhibit A.2 - Scope of Services
For Enabling Project No. 3, 18th Street Modifications**

Project Phase	Fee %	Fee Amount/Phase
Project Development Conference	0.0%	\$0
Schematic Design Phase	100.0%	\$97,424
Total Lump Sum Fee	100%	\$97,424

**Exhibit A.4 - Scope of Services
For Schematic Design of Headquarters Hotel**

Project Phase	Fee %	Fee Amount/Phase
Schematic Design Phase	100.0%	\$3,406,941
Total Lump Sum Fee	100%	\$3,406,941

**Exhibit A.5 - Scope of Services
For Design Continuation**

Project Phase	Fee %	Fee Amount/Phase
Design Development Phase	100.0%	\$16,577,455
Total Lump Sum Fee	100%	\$16,577,455

8. The Parties agree that if any conflict or ambiguity exists between this Second Amendment and the Agreement, this Second Amendment shall control.

9. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

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

11. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

13. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Board action on the _____ day of _____, 2019, and MATHEWS SOUTHWEST HOLDINGS, INC., signing by and through its _____, duly authorized to execute the 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: _____
_____ day of _____, 20__

Insurance requirements approved by
Broward County Risk Management Division:

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

By: _____
Name: _____
Title: _____

By: _____ (Date)
Jeffery Siniawsky
Senior Assistant County Attorney

By: _____ (Date)
Amanda Tolbert
Assistant County Attorney

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DEVELOPER

WITNESSES:

MATHEWS SOUTHWEST HOLDINGS, INC.

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 20__

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

**EXHIBIT A.5 - SCOPE OF SERVICES
FOR DESIGN CONTINUATION**

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) Project A, Convention Center West Expansion: Complete design work through the fifty percent (50%) construction documents (“50% CD”) phase level for the west expansion portion of Project A and make a 50% CD phase submittal as described below to the Contract Administrator for that portion of the Project.
 - (B) Project A, Convention Center East Expansion: Complete design work through the design development (“DD”) phase level for the east expansion portion of Project A and make a DD phase submittal, as described below, to the Contract Administrator for that portion of the Project.
 - (C) Project B, Headquarters Hotel: Complete design work through the DD phase level for Project B and make a DD phase submittal, as described below, to the Contract Administrator for that portion of the Project.
 - (D) Enabling Projects: Continue to provide design services for the respective enabling projects as required by the Agreement.
 - (E) Services: Continue to provide services for general requirements, administrative requirements, BIM, LEED certification, and preconstruction services for the on-going work on Project A, Project B and the enabling projects as required by the Agreement.
- 1.02 Developer's services shall conform to the conceptual and schematic designs, as approved by the Contract Administrator, developed for each Project component pursuant to the Agreement.
- 1.03 Developer’s submittals shall be made not later than those dates indicated on Developer’s BCCCH Updated Draft Schedule (Shutdown with Boat Show on Plaza & East Footprint) dated April 19, 2019, or as may be otherwise approved in writing by Contract Administrator.

2 Design Development Phase Requirements

- 2.01 After receipt of written Notice to Proceed from Contract Administrator and based on the approved schematic design documents and any adjustments authorized by the Contract

Administrator in the Scope of Services or Project budget, Developer shall prepare, submit, and present for approval by the Contract Administrator DD phase documents, comprised of the following:

- (A) Project Transmittal Form as required by County's Construction Management Division.
- (B) Drawing and Specification Documents including, in addition to Phase I requirements, the following:
 - 1) Civil site plan(s) showing schematic design drawings, site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping, and any 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 Developer or designated subconsultant, 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 results necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, Developer shall submit the proposed method of treatment and any recommendations for additional special testing to the Contract Administrator.
 - 4) Floor plan(s) that utilize the drawing sheet formatting previously approved by Contract Administrator including, but not be limited to, the following:
 - a. A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet without break-lines and which indicates project phasing as applicable to the Project
 - b. Floor plans drawn at one eighth (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. A furniture and equipment plan at an architectural scale that will allow the entire facility (or respective floor of a multi-story building) on a single drawing sheet.

- d. Floor plans for additions to an existing facility that indicate the connections and tie-ins to the existing facilities including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Developer shall distinguish between new and existing areas for renovation, remodeling, or an addition.
 - e. Large scale plans drawn at one fourth (1/4) inch or larger scale showing restrooms, kitchens, stairs, and other spaces that require detailed delineation of furniture, fixtures and equipment. Developer shall provide detailed plans drawn at one half (1/2) inch or larger for mechanical rooms, electrical rooms, PBX rooms, and elevator machine rooms.
 - f. Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating the light fixture layout, air diffusers and return grilles, other ceiling mounted mechanical or plumbing system components, ceiling mounted electrical system components, proposed soffits, ceiling height changes, ceiling material changes, access panels, and other principal ceiling design features.
- 5) Preliminary room finish schedule.
- 6) Preliminary door schedule.
- 7) Life-safety plans that show exit strategy, rated doors, rated walls and partitions, emergency wall openings, ramps, vertical lifts, and other life safety equipment applicable to the project including, but not limited to, working stage protection, range and fume hoods, eye wash, emergency showers.
- 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 or provided, maximum dead end corridor allowed or provided, minimum exit corridor width allowed or provided, UL or other classification(s) of proposed finishes, determination that building has fire sprinklers, notations concerning installation of life safety equipment by certified specialty sub-contractors pursuant to Florida Administrative Code Rule 4a-b and section 489.105(n), Florida Statutes, and other applicable rules and regulations.
 - b. By symbol, indicate exits (required or 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) Updated Americans with Disabilities Act (“ADA”) plan(s) indicating the further development of the facility's accessible features.
- a. For existing facilities where remodeled or renovated spaces are required and where an ADA and code-conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
 - i) Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths, and exiting from the affected facility.
 - ii) Sketches of proposed inclined wheelchair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.
 - b. Indicate the methods intended to permanently define the means of egress such as surface finish or color for open office and administrative spaces.
- 9) Plumbing fixture locations, fixture schedule, and fixture unit calculations.
- 10) All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing, and spatial relationships of the facility.
- 11) Typical building sections to show vertical dimensions, proposed construction materials, and relationship of finished floor to finished grades.
- 12) Preliminary structural drawings including plans and sections indicating systems, connections, and foundations. These drawings may be structural roughs.
- 13) Mechanical drawings including 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. The drawing shall include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, and all other related descriptions. 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 or equipment.

- 14) Electrical drawings that include the 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. The drawings shall indicate the location of all the main components of the electrical system such as transformers, panels, main switch board, emergency generator, communications consoles, cable or closed circuit television head-ins, radio antennas, satellite and short wave dish antennas and equipment, master clock, and fire alarm panel. The drawings shall include principal equipment and rack locations for computer networking, telecommunications and other communications or computer systems. The drawings shall show locations of all primary building mechanical equipment such as chillers or air handler units and their respective electrical connections, and provide plans which indicate preliminary locations of telephone, power and computer networking connections necessary for each space within the facility. The drawings shall also delineate preliminary cable tray or floor duct distribution systems in accordance County's preference.
- 15) Landscape and irrigation drawings that include preliminary designs for a code-conforming landscape layout and supporting irrigation system. The landscape drawings should indicate preliminary locations of all 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. The irrigation system drawings should indicate preliminary system selections, water sources, and schematic distribution concept.
- 16) Equipment and furnishing schedules that indicate the equipment and furnishing items that will be provided by Developer and those that will be provided by the Contract Administrator or others. Developer shall provide documents in hardcopy or electronic media as developed on either spreadsheet or database software. Developer shall format the equipment and furnishing schedules on a by-room basis to include the room numbers and room names established for each space, and a unique identifying number to each piece of furniture or equipment scheduled.

17) Equipment and furnishing drawings that provide floor plans indicating the locations, scale, and proposed arrangement of all furniture and equipment items including those that will be provided by Developer and those that will be provided by the Contract Administrator or others.

18) Outline specifications, which shall be:

- a. Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's 2019 edition of MasterFormat.
- b. Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute's Manual of Practice (latest edition).
- c. Complete for Divisions two (2) through sixteen (16) documenting project decisions and giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items such as fire sprinklers, alarm systems, electronic controls and computer networking components.
- d. Supplemented (but not replaced) outline specification sections with cut-sheets, product information, data, and samples as requested by Contract Administrator or as necessary to communicate Developer's design intent to the Contract Administrator.
- e. 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 shall prepare and within 14 days re-submit at no additional cost to County replacement outline specifications edited to specifically describe the project described in this Agreement.

(C) Florida Energy Efficiency Code for Building Construction (FEEC) forms (or other documentation required by the Florida Building Code) 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 Phase II documents.

(D) Written note of any adjustments to the schematic design phase estimate of the probable construction cost. If, in the Contract Administrator's sole opinion, the project merits a design development phase estimate prepared by an independent cost

estimator, then the Contract Administrator may authorize Developer to obtain those independent cost estimating services as an Optional Service expense.

- (E) An updated Project development schedule reflecting development and anticipated schedules for all subsequent project activities.
 - (F) A letter from Developer and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment, as generated by the Contract Administrator or other reviewing agencies, concerning the project has been addressed or corrected.
 - (G) A simplified, single-line floor plan of the Project including a database format schedule reflecting the room numbers, the name of the room or space, the net square footage of the space, and the occupant capacity of the space on electronic media and on a single drawing sheet conforming to the Contract Administrator's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing facilities management information by the Contract Administrator. Developer shall coordinate with the Contract Administrator and utilize the Contract Administrator's requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Developer shall comply with the Contract Administrator's requirements for electronic media specified in the Agreement.
 - (H) A letter indicating, after coordination with County's Construction Management Division (and other agencies at its 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 by County prior to or during construction of the Project. Developer shall establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project development schedule, statement of probable Construction Cost, and other documentation.
 - (I) Preliminary color boards to communicate preliminary material type and color selections for all basic building finishing materials with the Contract Administrator. Developer need only provide single copies of the preliminary color board(s).
- 2.02 Staff from each of Developer's major technical disciplines, and subconsultants as necessary, 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.

- 2.03 Developer shall submit five (5) copies of all DD phase documents (except where otherwise specified), without additional charge, for approval by the Contract Administrator. The Contract Administrator shall review the 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 fourteen (14) consecutive calendar days after 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.

3 50% CD Requirements

- 3.01 After receipt of written Notice to Proceed from the Contract Administrator, based on the Contract Administrator approved schematic design and any adjustments to the scope or quality of the Project or in the Project Cost Limitation approved by the Contract Administrator, Developer shall prepare for approval by Contract Administrator, in accordance with the Contract Administrator's requirements for format and organization, a 50% CD submittal setting forth in detail the requirements for the construction of the Project. 50% CD submittal shall be comprised of the requirements for a DD submittal as outlined above with more detailed information as further specified below. Developer is responsible for the full compliance of the design with all applicable codes.

4 50% CD Submittal:

- 4.01 Developer shall make a 50% Construction Documents submittal, for approval by the Contract Administrator, which shall include five (5) sets of the following:
- (A) Project Transmittal Form as required by County's Construction Management Division.
 - (B) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms, along with five (5) copies signed and sealed by a State of Florida registered design professional.
 - (C) Drawings, specifically:
 - 1) Site plan(s) with detailing which indicate:
 - a. The legal description of the site, it's property lines, the location of applicable easement lines, setback lines, other restrictive lines or limits, any existing site features or amenities which are to remain, the limits of the work area, the

locations of temporary structures, and the staging areas of Developer facilities for use during the Project.

- b. Site demolition plans.
 - c. Spot elevations, based on the civil grading plan, for the west expansion portion of the project including sidewalks, drives, parking areas, landscape areas, building perimeter(s), 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, and pull boxes.
 - g. Layout of underground distribution systems including normal power, emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control, and spares conduits or raceways.
 - h. Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps, curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the Project.
 - 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, book drops, postal equipment, vehicular and parking equipment, landscape accessories, site and security lighting, art work (and associated footings, supports, lighting, and other accessories), 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 Project as determined by the Contract Administrator.
- 2) A phasing plan to delineate the order of the construction that indicates the 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 any other area

designations or protective measures established to control and separate the staff and public from the construction activities and traffic.

- 3) Landscape plans that include a plant list that is clearly referenced and targeted within the drawing, details for shrub and tree plantings, identification of existing plants and trees which are 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 any other necessary documentation to ensure healthy and vigorous plant growth.
- 4) Irrigation plans and details delineating the entire area of the Project and addressing any necessary connection, alteration, repair, or replacement of any part of the existing irrigation systems along with the irrigation requirements for plant materials provided or retained on site during the Project.
- 5) Full floor plans showing:
 - a. All dimensions and any target notes explaining the extent of work, wall types, or any other component, assembly, or direction regarding the Project.
 - b. All chases, delineating all rainwater leaders.
 - c. The structural tie columns and coordination with the floor plan.
 - d. Target interior elevations.
 - e. All built-in cabinetry or equipment.
 - f. Room and door numbers with all spaces and doors having individual numbers.
- 6) Demolition Plans, which indicate required demolition activities shall include:
 - a. 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. Notes on the extent of the demolition that address the wall dimensions at locations where partial walls are being removed or altered and identifies existing room names and numbers, existing partitions, equipment, plumbing, HVAC, or electrical elements.

- c. Notes showing those existing areas which will require repair as a result of demolition.
 - d. Notes delineating any modifications to any structural elements of the existing buildings within the structural documents rather than on the architectural documents.
 - e. Detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of County's existing facilities.
- 7) Building elevations 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) Ceiling plans indicating ceiling types, heights, light fixture types, speakers, outlets, alarms, mechanical diffuser locations, sprinkler heads (if area includes sprinklers), and any other ceiling mounted device, equipment, fixture, or finish. The ceiling plans shall delineate and detail any dropped soffits or joint conditions between different materials and shall be coordinated with architectural, electrical, mechanical and plumbing disciplines along with the work of any other applicable subconsultants.
- 9) Roof plans 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, and expansion joints, curbs, or any other roof accessories. These roof plans shall provide dimensions to locate the items noted previously and show detailed targets where necessary to reference detailed drawings elsewhere in the submittal.
- 10) Building sections and large-scale wall section drawings as appropriate to this level of document development and as required to establish vertical controls for the Project. These drawings shall include clear graphics and notes on construction assemblies and systems to be used, dimensions, heights. Provide larger scale detailing to delineate solutions for connections.
- 11) Interior elevation plans 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 any 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 to

be used (and whether equipment is in or out of contract), and notes indicating the wall materials, finishes, and accessories to be used in each room.

12) Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Developer shall provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware, and other construction characteristics.

13) Details of the following:

- a. Door jambs, head and sill conditions including anchorage methods, required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm and security system, and any 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 dimensional tolerances relative to those ratings.
- c. Interior signage, including 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. Developer shall coordinate and delineate electrical connections and power requirements for all signage.
- d. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, and other components of such assemblies.
- e. Any other specialized items necessary to clearly express the intent of the project design.

14) Room finish, door, and window schedules coordinated with the floor plans.

15) 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.

16) Mechanical drawings, which shall include:

- a. 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. 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. One half (1/2) inch scale plans, elevations, and section drawings 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.

17) Electrical drawings that provide for the following systems:

- a. Lighting, including circuiting and luminaire identification and switching and illuminance computer printouts for all indoor or typically indoor spaces and parking lots.
- b. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Developer shall also provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking and telephone, as well as emergency and normal power distribution and a luminaire schedule.
- c. A panel schedule, which may be in preliminary form, including circuitry.
- d. Applicable installation details.
- e. General legend and list of abbreviations.
- f. Voltage drop computation for all main feeders.
- g. Short circuit analysis.
- h. One half (1/2) inch scale floor plan with wall elevations for all electrical rooms.
- i. Surge protector for main switchboard and electrical panels.

18) Updated furniture and equipment plan drawings and furniture and equipment schedules indicating whether furniture and equipment items are "in contract" or "not in contract," loose furniture, and systems furniture including their location within facility.

(D) Progress construction specifications that:

- 1) Provide a preliminary project manual including front end documents.
- 2) Provide a preliminary Division 1 specification sections based upon the standard documents provided by the Contract Administrator and edited by Developer after consultation with the Contract Administrator to establish project specific requirements.
- 3) Includes a progress of all other sections in all divisions with each section 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) 2019 edition of MasterFormat with each section developed to include CSI's standard three (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. Developer shall format the updated schedule as a bar chart (Gantt Chart) type schedule with milestones.

(F) Color boards illustrating the selection of colors, finishes, textures and aesthetic qualities of all basic building finishing 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.

(G) A letter from Developer, each of the major technical disciplines, and any necessary subconsultants explaining how each previous comment concerning the Project has been addressed or corrected.

4.02 Developer shall make all changes to the documents as requested following the Contract Administrator's review of the submittal and resolve all questions of constructability, code compliance, compliance with Contract Administrator's 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.

(End of Exhibit A.5)