

# **ITEM #55<sub>(2)</sub>**

(Exhibit 1 - Third Amendment to the Amended and Restated Design Agreement between Broward County and Matthews Holdings Southwest, Inc.)

# **ADDITIONAL MATERIAL**

**Regular Meeting**

**MAY 19, 2020**

**SUBMITTED AT THE REQUEST OF**

**COUNTY ADMINISTRATION**

**THIRD 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 Third Amendment to the Amended and Restated Agreement ("Third Amendment") is 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" and individually as a "Party").

**RECITALS**

A. Pursuant to 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 the Enabling Projects; 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. 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. County approved an Agreement for design services 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. County approved an Amended and Restated Agreement for Design Services 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. County approved a First Amendment to the Amended and Restated Design Services Agreement on November 18, 2018 ("First Amendment"), 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

G. County approved a Second Amendment to the Amended and Restated Design Services Agreement on June 11, 2019 ("Second Amendment") (together with the First Amendment and the Amended and Restated Design Services Agreement, the "Agreement"), which added continuing design services for Projects A and B; and

H. The Parties entered into a Master Development Agreement dated June 28, 2019 that established the terms and conditions for Developer's development, construction, furnishing, and equipping of a fully completed Project to County, including the issuance of guaranteed maximum prices based on the design produced under the terms of the Agreement; and

I. The Parties desire to amend the Agreement to allow for further continued design services through completion of 100% of construction documents for Project A (West Expansion) and 90% of the construction documents for Project A (East Expansion, CVB Building, Plaza Improvements, and Restaurants), Project B, and certain Enabling Projects, and for construction administration services for Project A (West Expansion) and Enabling Project authorized under GMP Contract Amendment No. 1 and GMP Contract Amendment No. 2 to the Development Agreement.

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 Third 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 Third Amendment shall be effective as of the date it is fully executed by the Parties.
3. Article 1 DEFINITIONS AND IDENTIFICATIONS is hereby amended by the addition of the following defined terms:

1.26      Design/Build Team: The combination of Design/Builder, Design Builder Subcontractors, and Design Consultant (including Design Subconsultants) as further defined below and as specified in the Master Development Agreement:

1.27      Design Builder: Balfour Beatty Construction, LLC or such other Qualified Design Builder as may be Approved by the County.

1.28      Design Builder Subcontractors: The consultants and Subcontractors of any tier engaged directly or indirectly by the Design Builder in connection

with performing its obligations under the terms of the Design Build Agreement between Developer and Design Builder.

- 1.29      Design Consultant: Stantec Architecture, Inc.
  
- 1.30      Design Subconsultants: Nunzio Marc Desantis Architects (solely with respect to the Hotel Project, the CVB Building, and the restaurants to be included within the Plaza Improvements), Fentress Architects (solely with respect to the West Expansion Project and East Expansion Project), and (any other person, firm, partnership, corporation, association or other organization, or a combination of any of them, that has a direct contract with the Design Builder, the Design Consultant or other Design Sub-Consultant(s) to perform engineering, landscape architecture, interior design, LEED consulting, BIM services and/or other specialized design services for the Project.
  
- 1.31      Broward County’s Representative: The Weitz Company, the firm providing construction project management and other support services to County for the Project.
  
- 1.32      FGMP and GMP: The Final Guaranteed Maximum Price and Guaranteed Maximum Price as defined and set forth in the Master Development Agreement.
  
- 1.33      GMP Contract Amendment: A Guaranteed Maximum Price amendment to the Master Development Agreement, as defined and described in the Master Development Agreement.
  
- 1.34      Master Development Agreement: The Master Development Agreement between Broward County and Developer dated June 28, 2019.
  
- 1.35      Master Project Schedule: The Master Project Schedule as defined in the Master Development Agreement, as the same may be modified with the approval of the Contract Administrator.

2 Exhibit A is amended to add a new Exhibit A.6, Scope of Services for Continued Design Services, attached hereto and made a part of this Third Amendment, providing for Developer’s development and completion of one hundred percent (100%) construction documents for Project A (West Expansion) and Enabling Projects authorized under GMP Contract Amendments 1 and 2, and 90% construction documents for Project A (East Expansion, CVB Building, Plaza Improvements, and Restaurants), Project B, and for the Enabling Projects, and for construction administration services for Project A (West Expansion) and Enabling Project authorized under GMP Contract Amendment No. 1 and GMP

Contract Amendment No. 2 to the Master Development Agreement. The design services set forth on Exhibit A.6 must be completed no later than the time required by the Master Project Schedule.

3 Article 5, Sections 5.12, 5.14, and 5.15 of the Agreement are hereby amended as follows below. All other sections of Article 5 shall remain as previously stated.

5.12 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:

<b>Work Element</b>	<b>Lump Sum Fee</b>
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 &	\$1,590,166
Exhibit A.2 - Scope of Services For Enabling Project No. 1, Central Energy Plant	\$467,868
Exhibit A.2 - Scope of Services For Enabling Project No. 2, Parking Facility	\$547,538
Exhibit A.2 - Scope of Services For Enabling Project No.3, 13th Street Modifications	\$97,424
Exhibit A.4 - Scope of Services For Schematic Design of Project B	\$3,406,941
Exhibit A.5 - Scope of Services For Design Continuation	16,577,455
<u>Exhibit A.6 Continues Design Services and Construction Administration</u>	<u>\$12,157,196</u>
<b>Total Lump Sum Fee</b>	<b><u>\$37,773,510</u></b>

5.1.4 Optional Services. County has established an amount of ~~\$4,805,376~~ \$5,413,236 for potential Optional Services which may be utilized pursuant to Article 6 ("Optional Services Contingency Fund"). Unused amounts of the Optional 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.

5.1.5 Reimbursable Expenses. County has established a maximum amount not-to-exceed amount of ~~\$3,085,773~~ \$5,257,961 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.

4 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**

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

**Exhibit A.2 - Scope of Services**

**For Enabling Project Site Investigation & Documentation**

<b>Project Phase</b>	<b>Fee %</b>	<b>Fee Amount/Phase</b>
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
<b>Total Lump Sum Fee</b>	<b>100%</b>	<b>\$1,590,051</b>

**Exhibit A.2 - Scope of Services**

**For Enabling Project No. 1, Central Energy Plant Design**

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

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

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

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

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

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

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

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

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

**Exhibit A.6 Design Continuation  
and Construction Administration**

<b>Project Phase</b>	<b>Fee %</b>	<b>Fee Amount/Phase</b>
Construction Documents Phase/Construction Documents Phase	100%	\$12,157,196
<b>Total Lum Sum Fee</b>	<b>100%</b>	<b>\$12,157,196</b>

- 5 Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the “Exhibit B” attached hereto and made a part hereof.
- 6 The Parties agree that if any conflict or ambiguity exists between this Third Amendment and the Agreement, this Third Amendment shall control.
- 7 Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

- 8 This Third 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.
- 9 Preparation of this Third 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.
- 10 Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 11 This Third 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.

Intentionally Left Blank



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 County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and MATHEWS HOLDINGS SOUTHWEST, INC., a Texas Corporation signing by and through its President or Vice President , duly authorized to execute the same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Bertha Henry, County Administrator

By: \_\_\_\_\_ day of \_\_\_\_\_, 2020

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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: \_\_\_\_\_  
Jeffrey S. Siniawsky (Date)  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

**THIRD AMENDMENT TO THE  
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DEVELOPER

WITNESSES:

MATTHEWS HOLDINGS SOUTHWEST, INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

JSS/tb  
Third Amendment to DSA  
5/14/2020

**EXHIBIT A.6 - 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:

1. Complete design work to continue development of Contract Administrator accepted 90% Construction Document (CD) phase documents through the 100% CD phase level of completion for the west expansion portion of Project A and make a 100% CD phase submittal, as described below, to the Contract Administrator.
2. Provide construction contract administration services phase as described below associated with Project A, Convention Center West Expansion included within GMP Contract Amendment No. 1 and GMP Contract Amendment No. 2.

(B) Project A, Convention Center East Expansion, CVB Building, Plaza Restaurants and Plaza Improvements:

1. Complete design work to continue development of Contract Administrator accepted Design Development phase documents through the 90% CD-phase level of completion for the east expansion portion of Project A, CVB Building, Plaza Restaurants and Plaza Improvements and make 90% CD phase submittals, as described below, to the Contract Administrator.

(C) Project B, Headquarters Hotel:

1. Complete design work to continue development of Contract Administrator accepted Design Development-phase documents through the 90% CD-phase level of completion for Project B (Headquarters Hotel) and make 90% CD-phase submittals, as described below, to the Contract Administrator for that portion of the Project.

(D) Enabling Projects:

1. Complete design work to continue development of Contract Administrator accepted Design Development-phase documents through the 100% CD-phase level of completion and make 100% CD-phase submittals, as described below, to the Contract Administrator for that portion of the Project..
2. Provide construction contract administration services phase as described below for Enabling Projects associated with Project A, Convention Center West Expansion included within GMP Contract Amendment No. 1 and GMP Contract Amendment No. 2.

(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 design development level documents, as accepted 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 the updated BCCCH Master Project Schedule.

## **2 Intentionally Omitted**

## **3 50% Construction Documents Development**

- 3.01 Developer shall make a 50% Construction Documents submittal for review by the Contract Administrator, which shall include the following but are not limited to:
  - (A) "Project Transmittal Form" as required by County's Construction Management Division.
  - (B) Drawings:
    - 1) Civil Engineering and other Site Plan(s) and detailing which, in addition to the Design Development Phase requirements, 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 Design Builder 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, maintenance covers, handholes, pull boxes.
      - g. Layout of underground distribution systems (normal power emergency power, fire alarm, 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, 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) 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.
- 3) 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.
- 4) 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.
  - 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.
- 5) 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 County's existing facilities.

- 6) 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.
- 7) 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.
- 8) Reflected 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 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 members of the Design/Build Team.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) Details of the following:
  - a. Primary building assemblies.
  - b. 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.
- c. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
  - d. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
  - e. 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.
  - f. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, and other accessories/components.
  - g. 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 developed beyond the Design Development Phase.
- 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:
- 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 plans, elevations and sections, drawn at a sufficient scale to accommodate legibility, 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..
- 17) Electrical: Provide drawings for the following systems:
- a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout 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, intercom, fire alarm, cable television, computer networking/telephone and

audio-visual systems. Also, provide for emergency and normal power distribution. Provide luminaire schedule.

- c. Panel schedule must include schematic 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. Provide floor plans and wall elevations for all electrical rooms drawn at a scale sufficient to accommodate legibility.
- i. Indicate surge protector for main switchboard and electrical panels.

18) Updated Furniture and Equipment Plans and Furniture and Equipment Schedules indicating "In-Contract" and "Not-In-Contract" furniture and equipment items, loose furniture and systems furniture and their location within facility.

19) 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) Progress construction specifications:

- 1) Provide a preliminary Division 1 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.
- 2) Include progress set of all other sections in all Divisions (2 through 50) with each section developed to demonstrate to the Contract Administrator an understanding of Project Construction Work (as that term is defined in the Master Development Agreement described in the applicable GMP Contract Amendment and an appropriate level of developmental progress comparable to that of the drawings.
- 3) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2019 or later edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

(D) 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.

(E) A letter from Developer and each of the major technical disciplines and any necessary members of the Design/Build Team or explaining how each previous comment concerning the Project have been addressed and/or corrected.



- 3.02 Staff from each of Developer's major technical disciplines and members of the Design/Build Team as necessary 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 50% Construction Document Submittals.
- 3.03 Developer 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.

#### **4 90% Construction Documents Development**

4.01 Developer shall make a 90% Construction Documents submittal for review by the Contract Administrator, which shall include the following but are not limited to:

(A) "Project Transmittal Form" as required by County's Construction Management Division.

(B) Drawings:

- 1) Civil Engineering and other Site Plan(s) and detailing which, in addition to the 50% Construction Document Phase requirements, 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 Design Builder 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, maintenance covers, handholes, pull boxes.
  - g. Layout of underground distribution systems (normal power emergency power, fire alarm, , 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, 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) 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.
- 3) 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.
- 4) 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.
  - 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.
- 5) 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 County's existing facilities.

- 6) Building elevations developed further than at the 50% Construction Document 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.
- 7) 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.
- 8) Reflected 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 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 members of the Design/Build Team.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) Details of the following:
  - a. Primary building assemblies.
  - b. 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.
- c. Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.
  - d. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
  - e. 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.
  - f. Interior or exterior expansion control connections and related flashings, cover plates, applied sealants, and other accessories/components.
  - g. 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 developed beyond the Design Development Phase.
- 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:
- 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 plans, elevations and sections, drawn at a sufficient scale to accommodate legibility, 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..
- 17) Electrical: Provide drawings for the following systems:
- a. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout 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 intercom, fire alarm, cable television, computer networking/telephone and

audio-visual systems. Also, provide for emergency and normal power distribution. Provide luminaire schedule.

- c. Panel schedule must include schematic 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. Provide floor plans and wall elevations for all electrical rooms drawn at a scale sufficient to accommodate legibility.
- i. Indicate surge protector for main switchboard and electrical panels.

18) Updated Furniture and Equipment Plans and Furniture and Equipment Schedules indicating "In-Contract" and "Not-In-Contract" furniture and equipment items, loose furniture and systems furniture and their location within facility.

19) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the Project manual.

(D) Progress construction specifications:

- 1) Provide a preliminary Division 1 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.
- 2) Include progress set of all other sections in all Divisions (2 through 50) with each section developed to demonstrate to the Contract Administrator an understanding of Project Construction Work (as that term is defined in the Development Agreement) described in the applicable GMP Contract Amendment and an appropriate level of developmental progress comparable to that of the drawings.
- 3) Specification sections shall be organized to follow the Construction Specification Institute's (CSI) 2019 or later edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

(E) For building finish materials that have changed since 50% Construction Documents phase, provide 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.

(F) A letter from Developer and each of the major technical disciplines and any necessary members of the Design/Build Team or explaining how each previous comment concerning the Project have been addressed and/or corrected.

- 4.02 Staff from each of Developer's major technical disciplines and members of the Design/Build Team as necessary 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 90% Construction Document Submittals.
- 4.03 Developer 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.

## **5 100% Construction Documents Development**

- 5.01 Upon 100% completion of the Construction Documents, Developer shall submit to the Contract Administrator the completed drawings, specifications, reports, programs, an up-dated Project Schedule, electronic media files, and a report of any deviations from the previously established FGMP established for the Work illustrated in the 100% Construction Documents.. As of the date of this Third Amendment, this Section 5 shall only apply to Project A, Convention Center West Expansion and GMP Contract Amendment No. 1 and GMP Contract Amendment No. 2 to the Master Development Agreement.
- 5.02 All documents for this phase shall be provided in both hard copy and in electronic media. The Contract Administrator will review the 100% Construction Documents prior to issuing a Notice to Proceed (NTP) with construction to Developer. The 100% Construction Documents submittal shall include:
- (A) "Project Transmittal Form" as required by County's Construction Management Division.
  - (B) Drawings: The drawings shall include, in addition to the 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 County's 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, Developer may provide a complete, fully coordinated set of abbreviations, material indications, notations and symbols for the entire Project following the cover sheet.)
      - c. Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to

Bidders” shall be provided within the drawing set after coordination with County's Construction Management Division.

- d. Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
  - e. Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
  - f. 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 FEEC/LCCA analysis have been incorporated into the documents.
  - g. 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 Phase II FEEC/LCCA analysis have been incorporated into the documents.
  - h. Landscape Architecture, Irrigation, Interior Design, and other Design 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.
- (C) Project Manual. Developer shall review and coordinate with the Contract Administrator regarding the preparation of the following:
- 1) A Project specific set of Division 1 specifications based upon guide documents provided by the Contract Administrator (or, in the absence of Contract Administrator guide specification documents, from Developer's own specifications as previously coordinated with the Contract Administrator), including all schedules, lists and inventories as required to complete the Contract Administrator's guide documents including Design Builder's submittal schedules, warranty schedules, salvage schedules, etc.
  - 2) Final specification sections for Divisions 2 through 50 organized and formatted as required for the set of 50% progress specifications.
  - 3) Full delineation Contract Administrator approved alternate bid items established to bring the Project within the approved Project Cost Limitations, as that term is defined in the Development Agreement, and the applicable FGMP which would permit Contract Administrator, in his or her sole discretion, to accept or reject portions of the construction of the Project.
- (D) When requested by the Contract Administrator, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the Project manual.

- (E) Changes to the 100% Construction Documents generated by Contract Administrator's review may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda and resubmitted documents shall be signed and sealed by the preparing design professionals and submitted to the Contract Administrator in duplicate in both hardcopy and electronic media formats.
- (F) A letter from Developer and each of the major technical disciplines and any necessary members of the Design/Build Team explaining how each previous review comment (as generated by the Contract Administrator and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.
- (G) Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 100% Contract Documents submittal.

5.03 If, in the Contract Administrator's sole opinion, the Project merits a Construction Documents phase estimate prepared by an independent cost estimator, then Contract Administrator may authorize Developer to obtain those independent cost estimating services as an Optional Service expense. If an estimate or cost analysis was required the Contract Administrator for a previous phase of the Project, Developer shall utilize the previously established independent cost estimator, or a replacement acceptable to the Contract Administrator

5.04 Developer shall cause staff from each member of Design/Build Team, as necessary, to 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.

## **6 Permitting**

6.01 Solely with respect to Project A, Convention Center West Expansion in connection with the work authorized under GMP Contract Amendment No. 1 and GMP Contract Amendment No. 2 to the Master Development Agreement, Developer shall file the required documents for approval by Governmental Authorities (as that term is defined in the Master Development Agreement) having jurisdiction over the Project.

6.02 Developer shall provide all original documents and reproducible or electronic media copies as may be required for submittal to any and all Governmental Authorities having jurisdiction over the Project.

- (A) Developer shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the Project as conducted by Governmental Authorities. 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.
- (B) Any changes to the Project drawings or Project manual or other supporting document related to code-specific requirements made necessary by jurisdictional reviews shall be made by Developer at no additional cost to County.



## **7 Design Phase Record Documents**

- 7.01 Developer shall submit a record set of the design documents (Design Record Set) associated with the respective FGMPs for:
- (A) Project A, Convention Center West Expansion
  - (B) Enabling Projects
- 7.02 Design Record Set(s) shall be organized and submitted for the Project as required by the Master Development Agreement.
- 7.03 Design Record Set(s) shall incorporate and reconcile both Contract Administrator and Governmental Authorities respective review comments and requirements concerning the 100% Construction Documents submittal as specified above.
- 7.04 Record Design Set 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."
- 7.05 The respective Design Record Sets shall be the "Project Construction Documents" for its associated FGMP Contract Amendment and as defined in the Master Development Agreement.

## **8 Administration of the Construction Contract**

- 8.01 A Construction Phase will begin with County's Notice to Proceed with the construction (as defined by an approved GMP Contract Amendment pursuant to the Project Construction Documents (as defined in the Master Development Agreement and developed for an FGMP, and will end when the Developer's final Application for Payment (as defined in the Master Development Agreement) is approved by the Contract Administrator. The County and Developer acknowledge that the County has issued a Notice to Proceed solely with respect to Project A, Convention Center West Expansion in connection with GMP Contract Amendment No. 1 and GMP Contract Amendment No. 2 to the Master Development Agreement.
- 8.02 Contract Administrator and Broward County's Representative shall have access to the on-site construction activities wherever and whenever it is in preparation or progress.
- 8.03 Developer shall establish and maintain a minimum of four (4) full-time on-site representatives for the Project for the duration of the Project's construction.
- 8.04 Developer shall cause Design Consultants, and Design Subconsultants to attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Project Construction Documents and the Master Project Schedule.
- (A) Developer shall cause Design Consultants to make a minimum of at least two site visits per month for the duration of the Project's construction and shall attend key construction events additional to those site visits if those events are not concurrent with semi-monthly visits.

- (B) Developer shall cause Design Subconsultants to make periodic site visits as required to confirm work is being performed in accordance with the Project Construction Documents for the duration of construction activities when their respective portion of the work is in progress and shall attend key construction events additional to those site visits if those events are not concurrent with semi-monthly visits.
- (C) Developer shall cause Design Consultants and Design Subconsultants to make observations to ascertain the progress of the Design Builder's installation or construction of key building systems, assemblies and components, attend pre-installation conferences and other site meetings as established by the Project Construction Documents, and to assist the Contract Administrator and Developer as requested in other site related administration of the Master Development Agreement.
- (D) Developer shall coordinate the timing of site visits by Design Consultants and Design Subconsultants with the Contract Administrator to allow joint observations of the progress of the Work and discussions about Project issues.

8.05 Developer shall, and shall cause Design Consultants and Design Subconsultants to keep Contract Administrator and Broward County's Representative informed of the progress and quality of the Work in writing on a monthly basis.

As part of the monthly report

- (A) Developer shall promptly report to the Contract Administrator in writing within 3 business days any defects and deficiencies in the Project Construction Work coming to the attention of Developer, a Design Consultant or a Design Subconsultant. This obligation is not reduced or limited by the fact that others, such as Governmental Authorities, County's staff, or Broward County's Representative, undertake inspections and on-site observations for or on behalf of County or a Governmental Authority.
- (B) Developer shall, and shall cause each Design Consultant and Design Subconsultant to, to the extent possible, make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by the Contract Administrator, replace Design Consultant and Design Subconsultant personnel whom the Contract Administrator has found to be unacceptable or to whom the Contract Administrator otherwise reasonably objects.

8.06 Developer shall review Contract Records and advise the Contract Administrator in writing by no later than the fifth day of each month as to whether the Design Builder is making timely, accurate, and complete notations on the Contract Records and maintaining various other administrative records as required by the Project Construction Documents. In addition, the Contract Administrator may, at his or her discretion, require Developer to, and cause all members of the Design/Build Team to, regularly submit additional written materials or forms to the Contract Administrator relating to or regarding the Project or its progress.

8.07 All interpretations and advisory decisions of Developer must be consistent with the intent of, and reasonably inferable from, the Project Construction Documents and shall be in writing or in the form of drawings. Developer shall endeavor to secure faithful performance by both County and Design Builder and shall not show partiality to either.

- 8.08 Developer shall promptly review and take other appropriate action as required by the Master Development Agreement upon Design Builder's submittals such as shop drawings, product data and samples.
- (A) Developer shall maintain a log of all submittals made and shall compare the submittals with Design Builder's progress schedule. If the Developer's submittal log conflicts with the Design Builder's progress schedule, the Developer shall notify the Contract Administrator in writing within 24 hours of Developer's discovery of conflicts, and shall propose corrective remedies for the Contract Administrator's approval.
  - (B) Developer shall not approve changes to the Project Manual described in Section 5.02C, or substitutions through the regular submittal process but will utilize those respective methods specified in the Project Construction Documents. All such changes and substitutions shall be subject to the Contract Administrator's approval.
- 8.09 Pursuant to the Master Development Agreement, Developer shall coordinate with and assist the Contract Administrator concerning modifications to the Master Development Agreement including, but not limited to, the development, review, recommendation for approval, and processing of Contract Price Element Adjustment Memoranda (CPEAM's), Change Orders, Field Orders, Construction Change Directives, Amendments to the Master Development Agreement or its component GMP Contract Amendments, including County's or other Governmental Authority's required review of such contract modifications for compliance with all Legal Requirements.
- 8.10 Developer shall, and shall cause Design Consultants and Design Subconsultants to, observe, make recommendations and otherwise assist Contract Administrator and Broward County's Representative in determining the dates of Substantial Completion and Final Completion, as those terms are defined in the Master Development Agreement, for the Work described in the applicable GMP Contract Amendment to the Development Agreement executed by County and Developer and administering the closeout process for those GMP Contract Amendments.
- (A) Developer shall review, approve and forward by no later than 60 calendar days after the date of Substantial Completion to the Contract Administrator for the Contract Administrator's review, written warranties, operational guides and instructions, maintenance manuals, approved shop drawings and other related documents required by the Project Construction Documents and assembled by Design Builder.
  - (B) Developer shall, and shall cause Design Consultants and Design Subconsultants to, prepare and submit to Contract Administrator and Broward County's Representative a comprehensive "punch list" of observed items requiring correction, completion or replacement by Design Builder.
  - (C) Developer shall, and shall cause Design Consultants and Design Subconsultants to, participate in and assist with the Contract Administrator's Substantial Completion inspection process as directed by the Contract Administrator. At the request of the Contract Administrator, the Developer shall, and shall cause Design Consultants and Design Builder Subcontractors to, participate in any re-inspections of areas of the Project for which Substantial Completion is denied.

- (D) Developer shall administer the Design Builder's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Master Development Agreement.
  - (E) Developer shall verify and confirm in writing the Design Builder's effective demonstration of equipment and systems and the training of County, Convention Center and Hotel operational personnel concerning the operation and maintenance of subject equipment and systems.
  - (F) Developer shall, and shall cause Design Consultants and Design Subconsultants to observe the Project upon Design Builder's representation that it has achieved Final Completion to determine compliance with the Master Development Agreement and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Master Development Agreement .
- 8.11 Developer shall review, approve and certify in writing by no later than 60 calendar days after the date of Final Completion to County Design Builder's submittal of as-built survey documentation, (including Computer Aided Design (CAD) and/or other hardcopy or electronic media documents).
- 8.12 Upon Contract Administrator's acceptance and approval of all as-built information for an FGMP, Developer may submit its Application for Final Payment for that FGMP.

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**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel Amendment 3  
 Developer/  
 Subconsultant Name: Balfour Beatty

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
*Project Executive	\$109.18		2.32		\$253.31
*Operations Manager	\$98.98		2.32		\$229.64
*Sr Design Manager	\$100.32		2.32		\$232.74
*MEPF Design Manager	\$57.97		2.32		\$134.49
*General Super	\$100.40		2.32		\$232.93
*Project Manager	\$50.03		2.32		\$116.06
SR Project Manager/PX	\$93.69		2.32		\$217.37
Project Engineer	\$30.40		2.32		\$70.53
Project Engineer	\$30.25		2.32		\$70.17
*BIM Manager	\$42.81		2.32		\$99.32
*Accountant	\$33.24		2.32		\$77.11
*Scheduler	\$56.43		2.32		\$130.92
Chief Estimator	\$83.71		2.32		\$194.20
Estimator	\$66.08		2.32		\$153.31

\*Positions shown in the original DSA and updated based on CPI

Multiplier of 2.32 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (92.58%)

FRINGE = HOURLY RATE X FRINGE (28.11) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (5.26)%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/ Craven Thompson & Associates  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$78.75		2.76		\$217.35
Senior Supervising Engineer	\$69.25		2.76		\$191.13
Senior Engineer	\$54.50		2.76		\$150.42
Project Engineer	\$45.00		2.76		\$124.20
Senior Technician	\$32.75		2.76		\$90.39
Clerical	\$30.00		2.76		\$82.80
Principal Land Surveyor	\$57.00		2.76		\$157.32
Professional Land Surveyor	\$50.50		2.76		\$139.38
Project Surveyor	\$42.00		2.76		\$115.92
Party Chief - Survey Crew	\$30.75		2.76		\$84.87
Field Crew Member - Survey Crew	\$20.00		2.76		\$55.20
Principal Landscape Architect	\$59.00		2.76		\$162.84
Senior Landscape Architect	\$51.50		2.76		\$142.14
Landscape Architect	\$38.00		2.76		\$104.88
Senior Planner	\$59.00		2.76		\$162.84
Planner	\$32.75		2.76		\$90.39
Director of Construction Manager	\$61.75		2.76		\$170.43
Senior Field Representative	\$35.00		2.76		\$96.60

Multiplier of 2.76 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (103.79) %  
 FRINGE = HOURLY RATE X FRINGE (47.34) %  
 OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN (10.00) %

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 AdAu Aquatic Eng, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			110%		(\$/HR)
	\$0.00				\$0.00
Professional Eng. (P.E.)	\$240.91	X	110%	=	\$265.00
Senior Engineer	\$177.28	X	110%	=	\$195.00
CAD Designer	\$113.64	X	110%	=	\$125.00
CAD Draftsmen	\$86.37	X	110%	=	\$95.00
AdAu Administration	\$59.10	X	110%	=	\$65.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of 1.10 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (3.33) %

FRINGE = HOURLY RATE X FRINGE (3.33) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (3.14) %

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

**Notes:**

Developer has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N13374114R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer /  
 Subconsultant Name: Acentech

Title	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Consultant	\$ 62.39		2.99		\$ 186.55
Senior Consultant	\$ 51.77		2.99		\$ 154.79
Consultant	\$ 31.90		2.99		\$ 95.38
	\$ -				\$ -
	\$ -				\$ -
	\$ -				\$ -
	\$ -				\$ -
	\$ -				\$ -
	\$ -				\$ -

Multiplier is 2.99 calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (74%)

FRINGE = HOURLY X FRINGE (97.57%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10%)

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

*Acentech will accept a CAP on the multiplier of 2.99, however Acentech's actual audited overhead rate is 4.44.*



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/ CM KLING + ASSOCIATES INC  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
David Ghatan, President	\$ 76.21		2.69		\$205.00
Senior Designer or Associate	\$39.03		2.69		\$105.00
Designer	\$35.32		2.69		\$95.00
Additional Staff	\$24.16		2.69		\$65.00

Multiplier of 2.69 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (1.30)

FRINGE = HOURLY RATE X FRINGE (0.29)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (0.10)

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/ EoA, Inc.  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Charge/President In	\$86.53		2.31		\$200.00
Project Manager/Principal	\$55.29		2.31		\$128.00
Lead Senior Designer	\$43.26		2.31		\$100.00
Senior Designer Interior	\$43.26		2.31		\$100.00
Interior Designer	\$33.65		2.31		\$78.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110)%

FRINGE = HOURLY RATE X FRINGE (0) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**Notes:**

EoA, Inc. 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: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/ Subconsultant Name: Nunzio Marc DeSantis Architects, LLC.

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM HOURLY RATE (X% Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE (\$/HR)
				2.99 (Capped)		
Project Executive	\$57.69	\$57.69		2.99		\$172.50
Principal Designer	\$72.12	\$72.12		2.99		\$215.62
Planning & Technical Services	\$60.10	\$60.10		2.99		\$179.69
Designer	\$43.27	\$43.27		2.99		\$129.37
Document Control & Coordination	\$52.88	\$52.88		2.99		\$158.12
Architect	\$33.65	\$33.65		2.99		\$100.62
Architect	\$26.49	\$26.49		2.99		\$79.21

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (185)%

FRINGE = HOURLY RATE X FRINGE (N/A) % \*\*

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (5)%

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

\*\*N/A – NMDA capture fringe related benefits expense in a consolidated overhead pool that is distributed over direct labor cost.

Developer

County

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Subconsultant Name: IBA Consultants, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.96		
PRINCIPAL/PE	\$100.00				\$296.00
SENIOR CONSULTANT	\$75.00				\$222.00
Project Manager	\$50.00				\$148.00
Inspector	\$34.00				\$100.64
Technician	\$25.00				\$74.00

Multiplier of 2.96 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (145)%

FRINGE = HOURLY RATE X FRINGE (24) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/ Cini-Little International, Inc.  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Executive	\$57.69		2.31		\$133.27
Project Director	\$37.32		2.31		\$86.21
Project Manager	\$43.08		2.31		\$99.51
Project Coordinator	\$25.72		2.31		\$59.42
Project Estimator	\$26.84		2.31		\$62.00
Director of CAD Svcs	\$43.75		2.31		\$101.06
CAD Specialist	\$29.52		2.31		\$68.18
Laundry Specialist	\$100.00		1.00		\$100.00

OVERHEAD = HOURLY RATE X OVERHEAD (110%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**Notes:**

Multiplier of 2.31 is calculated using the "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/ Paladino and Company  
 Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Vice President	\$78.27		2.99		\$234.03
Division Manager	\$64.90		2.99		\$194.05
Senior Consultant	\$46.35		2.99		\$138.59
Consultant	\$41.53		2.99		\$124.17
Analyst	\$29.80		2.99		\$89.10
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (172.00)%

FRINGE = HOURLY RATE X FRINGE (0.00) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

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

\*\* Paladino's actual FAR Overhead multiplier exceeds the maximum allowable multiplier for Broward Country of 2.99 and we have adjusted our schedule accordingly.



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RLI/RFP# N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/ MSW  
 Subconsultant Name: Takeform

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Wayfinding Designer	\$65		2.31		\$150.15
Project Manager	\$65		2.31		\$150.15
Project Administrator	\$54		2.31		\$124.74
Graphic Designer	\$40		2.31		\$92.40
Programmer	\$40		2.31		\$92.40
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00
	\$0.00				\$0.00

Multipier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110)%

FRINGE = HOURLY RATE X FRINGE (0) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**Notes:**

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP/RLI # N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/  
 Subconsultant Name: DeSimone Consulting Engineers

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$103.37		2.78		\$287.37
Senior Associate	\$60.10		2.78		\$167.08
Senior Project Manager	\$60.10		2.78		\$167.08
Senior Project Engineer	\$43.27		2.78		\$120.29
Project Engineer	\$34.14		2.78		\$94.91
BIM/CAD Manager	\$53.85		2.78		\$149.70
BIM/CAD Operator	\$33.66		2.78		\$93.57

Multiplier of 2.78 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (153.00)%

FRINGE = HOURLY RATE X FRINGE (0) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP/RLI # N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/  
 Subconsultant Name: **Fentress Architects**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal in Charge	\$90.72		2.99		\$276.66
Project Manager	\$59.28		2.99		\$180.81
Project Architect	\$48.50		2.99		\$147.92
Arch 3/ Job Captain	\$53.66		2.99		\$163.64
Interior Designer	\$40.70		2.99		\$124.11
Architect 2	\$33.82		2.99		\$103.16
Intern Architect	\$26.83		2.99		\$81.84
PM-QA/Specifications	\$85.67		2.99		\$261.27
Arch 3 – Conv Center Reviewer	\$72.31		2.99		\$220.54
Spec Production	\$32.21		2.99		\$98.22

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (132)%

FRINGE = HOURLY RATE X FRINGE (40) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP/RLI # N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/  
 Subconsultant Name: Kimley-Horn and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$93.76		2.99		\$280.34
Project Manager/ Senior Engineer	\$79.82		2.99		\$238.66
Project Engineer	\$50.48		2.99		\$150.94
Engineering Intern	\$37.74		2.99		\$112.84
Technical Support Staff	\$49.28		2.99		\$147.35
Support Staff	\$29.34		2.99		\$87.73

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (154.88)%

FRINGE = HOURLY RATE X FRINGE (42.14) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (0.8)%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP/RLI # N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/  
 Subconsultant Name: **Ross & Baruzzini**

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Sr Proj MGR	\$65.38		2.69		\$175.87
Lead Consultant	\$70.09		2.69		\$188.54
Electrical Engineer II	\$38.46		2.69		\$103.46
Sr Proj Coordinator	\$30.53		2.69		\$82.13
Sr Proj MGR	\$46.15		2.69		\$124.14
Designer I	\$27.88		2.69		\$75.00
Sr Electrical Designer	\$40.87		2.69		\$109.94
Senior Engineer	\$76.92		2.69		\$206.91
Engineer II	\$46.88		2.69		\$126.11
Designer II	\$21.63		2.69		\$58.18
Principal Consultant	\$62.50		2.69		\$168.13
Electrical Technician	\$20.00		2.69		\$53.80
Senior Designer	\$42.31		2.69		\$113.81
Principal Con Production	\$45.67		2.69		\$122.85
Technician	\$31.00		2.69		\$83.39
Principal Consultant	\$69.71		2.69		\$187.52
Senior Designer-Ex	\$ 44.23		2.69		\$118.98
Design Engineer	\$28.37		2.69		\$76.32
Intern	\$21.63		2.69		\$58.18
Senior Project Architect	\$42.59		2.69		\$114.57
Principal Consultant	\$ 64.90		2.69		\$174.58
Designer II	\$31.25		2.69		\$84.06



Ross & Baruzzini (Continued)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Electrical Designer II	\$ 25.73		2.69		\$69.21
Sr VP, COO-Intl Operatns	\$91.35		2.69		\$245.73
Principal	\$63.94		2.69		\$172.00
Senior Associate	\$52.88		2.69		\$142.25
Vice President	\$96.15		2.69		\$258.64
Systems Engineer	\$67.31		2.69		\$181.06
Technician	\$20.00		2.69		\$53.80
Designer II	\$3173		2.69		\$85.35
Senior Vice President	\$93.03		2.69		\$250.25
Engineer II	\$45.67		2.69		\$122.85
Project Coordinator	\$23.55		2.69		\$63.35
Principal Consultant	\$60.10		2.69		\$161.67
Vice President	\$74.52		2.69		\$200.46
Senior Associate	\$54.57		2.69		\$146.79

Multiplier of 2.69 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (112.20)%

FRINGE = HOURLY RATE X FRINGE (32.10) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP/RLI # N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/  
 Subconsultant Name: SLS Consulting, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$115.40		2.75		\$317.35
Project Manager	\$144.23		2.75		\$396.55
Project Consultant	\$81.70		2.75		\$224.68
Project Consultant	\$64.90		2.75		\$178.48
Project Assistant	\$45.70		2.75		\$125.68 .

Multiplier of 2.75 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (120.84)%

FRINGE = HOURLY RATE X FRINGE (18.30) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (15)%

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

**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP/RLI # N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/  
 Subconsultant Name: Syska Hennessy Group

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Executive	\$120.19		2.94		\$353.36
Project Manager	\$88.02		2.94		\$258.78
Project Supervising Engineer	\$84.13		2.94		\$247.34
Senior Engineer	\$72.82		2.94		\$214.09
Engineer	\$53.85		2.94		\$158.32
REVIT Coordinator	\$55.53		2.94		\$163.26
Sustainability Specialist	\$56.36		2.94		\$165.70
Designer	\$54.16		2.94		\$159.23
CAD Specialist	\$41.06		2.94		\$120.72
Admin	\$36.28		2.94		\$106.66
VT Sr	\$72.24		2.94		\$212.39
VT Design	\$50.65		2.94		\$148.91

Multiplier of 2.94 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (133.00)%

FRINGE = HOURLY RATE X FRINGE (34.00)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

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



**EXHIBIT B  
MAXIMUM BILLING RATES**

Project No: RFP/RLI # N1337414R3  
 Project Title: Convention Center Expansion & Headquarters Hotel  
 Developer/  
 Subconsultant Name: STANTEC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal in Charge	\$79.33		2.86		\$226.88
Senior Project Architect	\$61.38		2.86		\$175.55
Senior Project Manager	\$47.59		2.86		\$136.11
Senior Architect	\$53.11		2.86		\$151.89
Digital Project Lead	\$41.68		2.86		\$119.20
Design Coordinator 2	\$41.68		2.86		\$119.20
Design Coordinator	\$31.25		2.86		\$89.38
Assistant Project Manager	\$53.11 -		2.86		\$151.89
Design Manager (Specs)	\$41.68		2.86		\$119.20
QA/QC -- Senior Architect	\$53.11		2.86		\$151.89
Permitting -- Design Manager	\$36.06		2.86		\$103.13

Multiplier of 2.86 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (105.23)%

FRINGE = HOURLY RATE X FRINGE (55.17) %

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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