

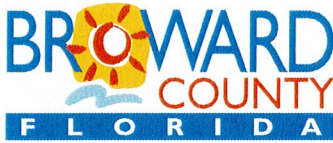
ITEM #52

ADDITIONAL MATERIAL

**Regular Meeting
DECEMBER 8, 2020**

SUBMITTED AT THE REQUEST OF

PUBLIC WORKS DEPARTMENT



PUBLIC WORKS DEPARTMENT

115 S. Andrews Avenue • Suite A-600 • Fort Lauderdale, Florida 33301 • 954-357-6410 • FAX 954-357-6340

MEMORANDUM

DATE: December 3, 2020

TO: Mayor, Vice-Mayor, and Board of County Commissioners

THRU: Bertha Henry, County Administrator

FROM: Steve Hammond, Acting Director
Public Works Department

Steve Hammond, AIA
Digitally signed by Steve Hammond, AIA
Date: 2020.12.03 15:15:05 -05'00'

SUBJECT: December 8, 2020 - Commission Meeting – Agenda Item No. 52
Motion to Approve Interim Agreement (deliberately phased) between Broward County and Spectrum Investors, LLC for Bid No. PNC2120462F1, for development services for design and site plan approval of a new Broward County Supervisor of Elections Facility

Due to unexpected delays in finalizing the language of the Interim Agreement between Broward County and Spectrum Investors, LLC referenced above and to further allow for the County Attorney to have a proper final review, County Administration is proposing the above-referenced motion be revised to represent that the Interim Agreement is being approved in substantially the form as the Interim Agreement attached to this Additional Material.

Accordingly, County Administration proposes that the Motion for Agenda Item No. 52 on the December 8, 2020 Commission Meeting be revised as follows:

Currently reads:

Motion to Approve Interim Agreement (deliberately phased) between Broward County and Spectrum Investors, LLC for Bid No. PNC2120462F1, for development services for design and site plan approval of a new Broward County Supervisor of Elections Facility, including basic design services in the amount of \$927,004; land planning services in the not to exceed amount of \$65,000; optional services in the amount of \$100,000 and reimbursables in the amount of \$10,000; for a potential total expenditure of \$1,102,004; and authorize the Mayor and the Clerk to execute same.

December 3, 2020

Mayor, Vice-Mayor, and Board of County Commissioners

December 8, 2020 - Commission Meeting – Agenda Item No. 52 - Motion to Approve Interim Agreement (deliberately phased) between Broward County and Spectrum Investors, LLC for Bid No. PNC2120462F1 for development services for design and site plan approval of a new Broward County Supervisor of Elections Facility

Page 2 of 2

Should read:

Motion to Approve Interim Agreement (deliberately phased) between Broward County and Spectrum Investors, LLC for Bid No. PNC2120462F1, for development services for design and site plan approval of a new Broward County Supervisor of Elections Facility, including basic design services in the amount of \$927,004; land planning services in the not to exceed amount of \$65,000; optional services in the amount of \$100,000 and reimbursables in the amount of \$10,000; for a potential total expenditure of \$1,102,004; in substantially the form distributed as additional material, authorize the County Administrator to make nonmaterial changes as determined by her to be in the County's best interests and to execute the Interim Agreement on behalf of Broward County after review and approval as to legal sufficiency by the Office of the County Attorney.

The Board's consideration of this item is based on the above Substitute Motion and the attached Interim Agreement in substantial form.

Attachment: Interim Agreement with Spectrum Investors, LLC for New SOE Facility

SH/

- c: Monica Cepero, Deputy County Administrator
- Kevin Kelleher, Assistant County Administrator
- Jeff Thompson, Assistant Director, Construction Management Division
- Robert Melton, County Auditor
- Andrew Meyers, County Attorney
- Jeff Siniawsky, Senior Assistant County Attorney



**INTERIM AGREEMENT BETWEEN BROWARD COUNTY AND SPECTRUM INVESTORS, LLC FOR
PRE-DEVELOPMENT SERVICES FOR THE BROWARD COUNTY SUPERVISOR OF ELECTIONS NEW
FACILITY
(RFP/RLI # PNC2120462F1)**

This Interim Agreement (“Agreement” or “Interim Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Spectrum Investors, LLC, a Florida limited liability company (“Developer” or “Spectrum”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. On November 14, 2019, County received an unsolicited proposal from Spectrum pursuant to Section 255.065, Florida Statutes, (“P3 Statute”) to design and build a campus and convey the Property (as hereinafter defined) to County (the “Project”) for use by the Broward County Supervisor of Elections (“SOE”), which unsolicited proposal was supplemented by Spectrum’s submission on November 22, 2019.

B. In response to Spectrum’s unsolicited proposal and pursuant to the P3 Statute, on January 23, 2020, County published Solicitation No. PNC2120462F1 for a period of sixty (60) days after the initial date of publication.

C. Two proposals were received by County in response to the solicitation and on May 19, 2020, the Board (as hereinafter defined) ranked the proposals as required by the P3 Statute, with Spectrum’s unsolicited proposal as the top ranked proposal. In addition, the Board authorized the County Administrator to negotiate an interim agreement pursuant to the P3 Statute for Spectrum to perform design services through the design development phase and the final and binding approval of a site plan for the Project by the City of Fort Lauderdale, and a Comprehensive Agreement (as defined by the P3 Statute).

D. The Parties desire to enter into this Interim Agreement pursuant to the P3 Statute to identify the Services (as hereinafter defined) to be performed by Spectrum to obtain a final and binding approval of a County accepted site plan from the City of Fort Lauderdale before entering into a Comprehensive Agreement pursuant to the P3 Statute.

E. County approval and execution of this Interim Agreement does not constitute and shall not be deemed approval of the Project and shall not bestow any rights upon Spectrum not expressly set forth in this Interim Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **Contract Administrator** means the Acting Director of Public Works, the Director of the Construction Management Division, or such other person designated by the Acting Director of Public Works in writing. The Contract Administrator is the representative of County concerning the Project.

1.3 **Consultant** means PGAL, Inc. who has entered into an agreement with Developer to perform design and pre-development services for the Project.

1.4 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.5 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.6 **Property** means that real property and its improvements located at 2050 Spectrum Boulevard, Fort Lauderdale, Florida.

1.7 **Project** means the development of a facility and Property for County for use by the Broward County Supervisor of Elections.

1.8 **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.9 **Services** means the work set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services provided under this Agreement.

1.10 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.11 **Subconsultant** means an entity or individual providing services to Developer directly or through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Subconsultant Schedule
Exhibit C-1	CBE Subconsultant Schedule and Letters of Intent
Exhibit D	Minimum Insurance Coverages
Exhibit E	Sample Work Authorization Form
Exhibit F	Base Title Commitment

ARTICLE 3. SCOPE OF SERVICES

3.1 Developer shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Scope of Services").

3.2 This Interim Agreement does not delineate every detail and minor work task required to be performed by Developer to complete the Project. During the course of the performance of the Services included in this Agreement, if Developer determines that work should be performed to complete the Project and, in Developer's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Developer shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Developer proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Developer to perform the work. Unless there is a dispute as set forth in Section 6.4, any work performed by Developer outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3 This Agreement is an "Interim Agreement" pursuant to Section 255.065, Florida Statutes. The Scope of Services identifies the initial services related to the Project through the completion of the design development phase and the final and binding approval of a County accepted site plan by the City of Fort Lauderdale ("City"). Additional negotiations will be required for a Comprehensive Agreement. As part of any Comprehensive Agreement, County and Developer may negotiate additional design services, construction services, compensation, time of performance, and the acquisition, by purchase or lease, of the Property by County after completion of the development of the Property as a facility for the Broward County Supervisor of Elections, and other related matters. Notwithstanding the foregoing, County shall have the right to terminate negotiations for a Comprehensive Agreement at any time at no further cost to County except for payments provided for in this Interim Agreement.

3.4 County shall assist Developer by placing at Developer's disposal all information County has available pertinent to the Project, including previous reports and any other data relative to design or construction of the Project. County shall review any itemized deliverables and documents required to be submitted by Developer and respond in writing with any comments within the time set forth in Exhibit A. County shall give prompt written notice to Developer whenever County observes or otherwise becomes aware of any material defect in the work of the Consultant or other material development that affects the scope or timing of Developer's Services.

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1 Developer shall provide the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Developer must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any task or phase of Services under this Agreement. Prior to granting approval for Developer to proceed to any phase, the Contract Administrator may, at his or her sole option, require Developer to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review and approval. County agrees to act in good faith and in accordance with the schedule set forth in Exhibit A to issue each Notice to Proceed in a timely manner after County's approval of all required submittals.

4.3 If the Contract Administrator determines that Developer is unable to complete Services because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Developer, or because of delays caused by factors outside the control of Developer, County shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of Developer to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Developer's control, and to inform the Contract Administrator of all facts and details related to the delay. Developer must provide such written notice to the Contract Administrator within five (5) business days after the occurrence of the event causing the delay.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Developer and constitute a limitation upon County's obligation to compensate Developer for Services under this Interim Agreement, but do not constitute a limitation of any sort upon Developer's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For legal services performed by Lochrie & Chakas, P.A., and planning and zoning services performed by Greg Brewton & Associates, both identified in Exhibit A are payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Developer shall be based upon the fees, and Salary Costs as described in Section 5.2, up to a maximum not-to-exceed amount of Sixty-five Thousand Dollars (\$65,000.00).

5.1.2 Lump Sum Compensation. For all other Services identified in Exhibit A compensation to Developer shall be not more than a total lump sum of Nine Hundred Twenty-seven Thousand and Four Dollars (\$927,004.00).

5.1.3 Optional Services. County may require Developer to provide Optional Services up to a maximum not-to-exceed amount of One Hundred Thousand Dollars (\$100,000.00) pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum not-to-exceed amount of Ten Thousand Dollars (\$10,000.00). Unused amounts of those monies shall be retained by County.

5.1.5 Salary Costs. The maximum billing rates payable by County for each of Developer’s employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Consultant and Subconsultant Fees. Developer shall bill Consultant and Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3, with no mark-up. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Payments. Payments for Lump Sum Compensation shall be paid out pursuant to the Project phasing specified in Exhibit A and shall not exceed the amount set forth below for the applicable phase.

Project Phase	Fee %	Phase Amount
Predesign Services/Program Reconciliation	5%	\$ 44,400
Schematic Design	34%	\$ 314,140
Design Development	53%	\$ 493,035
Site Plan Approval	8%	\$ 75,429
Total Lump Sum Compensation	100%	\$927,004

5.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin as shown on Exhibit B. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant’s most recent and actual rates determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant, For the purposes of this Agreement, the rates must be audited for fiscal periods of Developer within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Developer shall require Consultant and all Subconsultants to comply with the requirements of Section 5.2.

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

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

5.2.4 The total hours payable by County for any “exempt” or “nonexempt” personnel shall not exceed forty (40) hours per employee in any week. If the work requires Developer’s or Subconsultant’s personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee’s hourly rate and in a manner consistent with Developer’s or Subconsultant’s applicable certified FAR audit and all other provisions of Section 5.2. If a “Safe Harbor” rate is elected for use by Developer or Subconsultant, then the additional hours are payable at no more than the employee’s regular rate.

5.2.5 Consultant, and any Subconsultants may alternatively use a “Safe Harbor” combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as “home” and “field” fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement, Developer agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Developer shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings must identify the nature of the work performed, the total hours of work performed, and each individual performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. The statement shall show a summary of fees and Reimbursable Expenses. External Reimbursable Expenses and legal, Consultant and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Developer is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Developer’s cost accounting forms with a summary of charges by category. When requested, Developer shall provide backup for past and current invoices that records hours and fees by the individual performing the tasks, and Salary Costs by employee category, Reimbursable Expenses by category, and legal,

Consultant, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Developer shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Developer shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment.

5.5.1 County shall pay Developer within thirty (30) days after receipt of Developer's proper invoice, as defined by County's Prompt Payment Ordinance, fifty percent (50%) of the amount shown on the invoice, minus any deductions permitted by this Agreement. After a Comprehensive Agreement has been approved by County, or if this Interim Agreement is terminated for convenience by County, pursuant to Section 8.4, Developer may submit an invoice to County for the remaining fifty percent (50%) of the fee, County shall pay Developer within thirty (30) days after receipt of Developer's proper invoice, as defined by County's Prompt Payment Ordinance, the remainder of the unpaid fee, minus any deductions permitted by this Agreement.

5.5.2 Payment will be made to Developer at the following address: Spectrum, LLC, PO Box 545, Deerfield Beach, FL 33343.

5.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.7 Developer shall pay Consultant and Subconsultants and suppliers providing Services under this Agreement within fifteen (15) days following receipt of payment from County. If Developer withholds an amount as retainage from a Subconsultant or supplier, Developer shall release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Developer shall include requirements substantially similar to those set forth in this section in its contracts with Consultant, Subconsultants and suppliers.

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

6.1 County or Developer may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.

6.2 To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of such goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit E executed by Developer and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Developer shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 If a dispute between the Contract Administrator and Developer arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Developer, such dispute shall be promptly presented to the County Administrator or his or her designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Developer shall promptly perform the disputed work.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representation of Authority. Developer represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Developer, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Developer has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Developer. Developer further represents and warrants that execution of this Agreement is within Developer’s legal powers, and each individual executing this Agreement on behalf of Developer is duly authorized by all necessary and appropriate action to do so on behalf of Developer and does so with full legal authority.

7.2 Claims Against Developer. Developer represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Developer, threatened against or affecting Developer, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Developer to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Developer or on the ability of Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.3 Solicitation Representations. Developer represents and warrants that all statements and representations made in Developer's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Developer executes this Agreement, unless otherwise expressly disclosed in writing by Developer.

7.4 Contingency Fee. Developer represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Developer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

7.5 Truth-In-Negotiation Representation. Developer's compensation under this Agreement is based upon its representations to County, and Developer certifies that the wage rates, factual unit costs, and other information supplied to substantiate Developer's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Developer executes this Agreement. Developer's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6 Public Entity Crime Act. Developer represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Developer further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Developer has been placed on the convicted vendor list.

7.7 Discriminatory Vendor and Scrutinized Companies Lists. Developer represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Developer represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

7.8 Warranty of Performance. Developer represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Contract #PNC2120462F1 -Spectrum Interim

Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Developer represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.9 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Developer certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

7.10 Marketable Title. Spectrum shall not take any action which will adversely affect title to the Property, the benchmark for which is the title commitment attached as Exhibit F, and as of the closing date of acquisition of the Property by County (should the County elect to acquire the Property), Spectrum shall have the ability to deliver good, marketable and insurable title to the Property, subject only to Permitted Encumbrances and any other matter permitted by the terms of the Comprehensive Agreement, and the state of title conveyed to County must be the same or better than the state of title shown on Exhibit F.

7.11 Condemnation. Spectrum has not received written notice of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Spectrum have knowledge that any such action is presently contemplated.

7.12 Environmental Matters. As to the Property, the Spectrum has not received written notice that the Property is in violation of or liable under, any Environmental Law. Spectrum has not received, any actual or threatened order, notice, or other communication from any governmental body of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any environmental, health, and safety liabilities with respect to any of the Property, or with respect to any property or facility at or to which Hazardous Materials, as defined by law, were generated, transported, stored, handled, disposed, manufactured, refined, transferred, imported, used or processed by Spectrum, or any other person or entity for whose conduct they are or may be held responsible related to the Property. To Spectrum's knowledge, there has been no release or threat of release, of any Hazardous Materials at or from the Property.

7.13 Pending Litigation/Violations. There are no legal actions, suits, code enforcement, regulatory actions, or other legal or administrative proceedings, including bankruptcy proceedings, pending against the Property or Spectrum, and Spectrum has not received written notice of any facts which might result in any action, suit or other proceeding against the Property or Spectrum that could result in a lien encumbering the Property or any part thereof.

7.14 No Notice of Violation. Spectrum has not received any written notice of any violations of law, or municipal ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department, agency or bureau or any other governmental authority having jurisdiction over the Property with respect to the Property, except such notices as have been disclosed in writing to County.

7.15 Other Obligations and Assessments. There are no outstanding impact fees, obligations, assessments, fair share agreements or capital recovery obligations for sewer, water, drainage, roadway or other improvements which affect the Property by reason of any past or existing improvements on the Property of which Spectrum has received written notice.

7.16 Agreements. As of the Effective Date, there are no options, contracts or rights of any third parties affecting the Property in any manner whatsoever nor shall there be by any such leases, options, contracts or right of third parties granted during the term of this Interim Agreement, and Spectrum will not enter into any lease, license, contract for sale or other agreement for possession or occupancy of the Property, however, Developer may enter into short term leases, licenses, or other written agreements for occupancy of the Property that can and will be terminated by Developer prior to County's acquisition of the Property pursuant to a Comprehensive Agreement.

7.17 Special Assessments. There are no outstanding special assessments with respect to the Property. Certified, confirmed and ratified special assessment liens imposed by public bodies as of closing of County's acquisition of the Property are to be paid by Spectrum.

7.18 Development Rights. Spectrum has not transferred any development rights with respect to the Property.

7.19 Historic District/Landmark. To Seller's knowledge, no portion of the Property is in a historic district nor has it been designated a historic landmark.

7.20 Breach of Representations. In entering into this Agreement, Developer acknowledges that County is materially relying on the representations, warranties, and certifications of Developer stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Developer, to deduct from the compensation due Developer under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Developer under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

ARTICLE 8. TERMINATION

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) business days ("Cure Period") after receipt of written notice from the aggrieved Party identifying the breach. The Cure Period may be extended, in writing, for up to ten (10) additional business days by the Contract Administrator, in their reasonable discretion if, in the Contract Administrator's reasonable opinion, the breach is not capable of cure by good faith action within the Cure Period and Developer, acting in good faith, has commenced to cure the breach within the Cure Period. Developer must diligently prosecute the cure to completion during the Cure Period and any permitted extension thereof. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement

or any Work Authorization was entered into on behalf of County by someone other than the Board, termination by County may be by action of the County Administrator or County representative (including his or her successor) who entered in this Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Developer shall be eligible for the compensation provided in Section 8.4 as its sole remedy. Developer further acknowledges that County would not enter into this Agreement if it did not contain a right for County to terminate for convenience if County determines, in its sole discretion, that termination for convenience is appropriate.

8.2 This Agreement may be terminated for cause by County for reasons, including, but not limited to, any of the following:

8.2.1 Developer's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

8.2.2 By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Developer in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

8.2.3 By the Director of the OESBD upon the disqualification of Developer as a CBE or SBE if Developer's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Developer, or upon the disqualification of one or more of Developer's CBE or SBE participants by County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Developer during the procurement or the performance of this Agreement.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience or for cause prior to final and binding approval of a County accepted site plan by the City, Developer shall be entitled to payment pursuant to Section 5.5 for all Services properly provided under this Agreement or a Work Authorization through the termination date specified in the written notice of termination, and, unless termination for convenience was due to a casualty to the Property or any improvements thereon that makes the Project, in County's discretion, unfeasible, County shall pay the remaining fifty percent (50%) of the fee for all Services provided through the date of termination, within thirty (30) days after receipt of Developer's Contract #PNC2120462F1 -Spectrum Interim

proper invoice, as defined by County's Prompt Payment Ordinance, minus any deductions permitted by this Agreement. If County terminates this Interim Agreement due to a casualty to the Property or any improvements thereon that makes the Project, in County's discretion, unfeasible, Developer shall only be entitled to payment pursuant to Section 5.5 for all Services properly provided under this Agreement or Work Authorization through the termination date specified in the written notice of termination. Developer acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Developer of such termination in accordance with Section 8.1.

8.5 In addition to any right of termination stated in this Agreement, County and Developer, shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. INSURANCE

9.1 For the duration of the Agreement, Developer shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit D in accordance with the terms and conditions of this article. Developer shall maintain insurance coverage against claims relating to any act or omission by Developer, its agents, representatives, employees, Consultant, or Subconsultants in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article. Insurance requirements for professional liability insurance may be satisfied by Developer through Consultant and Subconsultants pursuant to the schedules included in Exhibit D. Any satisfaction of professional liability insurance requirements by Consultant or Subconsultant(s) shall meet all applicable requirements set forth in this Article 9. The acceptance by County of any insurance procured and maintained by Consultant or a Subconsultant in satisfaction of the Developer's obligations hereunder shall not constitute nor be deemed a waiver of any insurance requirement, or of Developer's obligation to provide and maintain all insurance as required by this Agreement.

9.2 Developer shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

9.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Developer shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Developer shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

9.4 Developer shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Developer has been completed, as determined by Contract Administrator. Developer or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing

continuation of the required coverage(s). Developer shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

9.5 Developer shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

9.6 If Developer maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit D, County shall be entitled to any such broader coverage and higher limits maintained by Developer. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Developer.

9.7 Developer shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Developer shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Developer to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Developer agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Developer agrees to obtain same in endorsements to the required policies.

9.8 Unless prohibited by the applicable policy, Developer waives any right to subrogation that any of Developer's insurer may acquire against County and agrees to obtain same in an endorsement of Developer's insurance policies.

9.9 Developer shall require that Consultant and each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant or Consultant (as the case may be) on substantially the same insurance terms and conditions required of Developer under this article. Developer shall ensure that Consultant and all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Consultant's and Subconsultants' applicable insurance policies.

9.10 If Developer, Consultant, or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Developer. Developer shall not permit Consultant or any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Developer shall provide, within one (1) business day, evidence of Consultant's and each Subconsultant's compliance with this section

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required

coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Developer must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

10.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Developer shall include the foregoing or similar language in its contracts with Consultant and with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 Developer shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Developer to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Developer will meet the required CBE goal for the Project by utilizing the CBE firms listed in Exhibit C-1 (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of the total Project, including the Services provided under this Interim Agreement (the “Commitment”). It is acknowledged by the Parties that Developer may not meet the Commitment while providing Services under this Interim Agreement, but Developer must meet the Commitment as part of a Comprehensive Agreement. Notwithstanding the foregoing, Developer must make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to utilize CBE firms when and where the opportunity exists in providing Services under this Interim Agreement.

10.4 In providing the Services, Developer shall utilize the CBE firms listed in Exhibit C-1 for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Developer shall enter into formal contracts with the CBE firms listed in Exhibit C-1 and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5 Each CBE firm utilized by Developer to meet the CBE goal must be certified by OESBD. Developer shall inform County immediately when a CBE firm is not able to perform or if Developer believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Developer to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Developer shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope

of Services; in which event Developer shall notify County, and OESBD may adjust the CBE goal by written notice to Developer. Developer shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6 The Parties stipulate that if Developer fails to make Good Faith Efforts as required by Section 10.3, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If, County determines, in the sole discretion of the OESBD Program Director, that Developer failed to make Good Faith Efforts to meet the requirement of Section 10.3, Developer shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Developer failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Developer's breach of Section 10.3, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to make Good Faith Efforts as required by Section 10.3 attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Developer, shall not be deemed a failure by Developer to meet the Commitment.

10.7 Developer acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Developer and shall include a deadline for Developer to notify County in writing if Developer concludes that the modification exceeds the authority under this section. Failure of Developer to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Developer.

10.8 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Developer shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

10.9 Developer shall provide written monthly reports to the Contract Administrator attesting to Developer's compliance with the CBE goal stated in this article. In addition, Developer shall allow County to engage in onsite reviews to monitor Developer's progress in achieving and maintaining Developer's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10 The presence of a “pay when paid” provision in a Developer’s contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment or exercising any right stated in Section 5.7.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Developer to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day Project management or activities. Developer shall notify Contract Administrator in writing of Developer’s representative(s) to whom matters involving the Project shall be addressed.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Developer in connection with providing the Services shall be owned by County, and Developer hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Developer, whether finished or unfinished, shall become the property of County and shall be delivered by Developer to the Contract Administrator within seven (7) days after termination of this Agreement, if termination by County was for cause, and any compensation due to Developer may be withheld until all documents are received as provided in this Agreement. If termination of this Agreement by County was for convenience pursuant to Section 8.1, any reports, photographs, surveys, and other data and documents prepared by Developer, whether finished or unfinished, shall become the property of County and shall be delivered by Developer to the Contract Administrator within seven (7) days after County pays the remaining fifty percent (50%) of the fee for any Services provided through the date of termination pursuant to Section 8.4. Developer shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Developer in connection with this Agreement shall be the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Developer to Contract Administrator within fifteen (15) days after the receipt of the written notice of termination, if termination by County was for cause. If applicable, County may withhold any payments then due to Developer until Developer complies with the provisions of this section. If termination of this Agreement by County was for convenience pursuant to Section 8.1, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Developer in connection with this Interim Agreement shall be the property of County shall become the property of County and shall be delivered by Developer to the Contract Administrator within seven (7) days after County pays the

remaining fifty percent (50%) of the fee for any Services provided through the date of termination pursuant to Section 8.4.

11.4 Public Records. To the extent Developer is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Developer shall, and shall require Consultant and Subconsultants to:

11.4.1 Keep and maintain public records required by County to perform the services under this Agreement;

11.4.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.4.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Developer or keep and maintain public records required by County to perform the services. If Developer transfers the records to County, Developer shall destroy any duplicate public records that are exempt or confidential and exempt. If Developer keeps and maintains the public records, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

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

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8460, jthompson@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE A550, FORT LAUDERDALE, FLORIDA 33301.

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

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

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

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

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

payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Developer.

11.6 Subconsultants. Developer shall utilize only the Consultant and the Subconsultants identified in Exhibit C, Schedule of Subconsultants, to provide the Services for this Project. Developer shall obtain written approval, which shall not be unreasonably withheld, of Contract Administrator prior to changing the Consultant or changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Developer shall bind in writing Consultant and each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Developer's Subconsultants.

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity.

11.8 Indemnification of County. Developer shall indemnify and hold harmless County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Developer or other persons employed or utilized by Developer in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Developer under this Agreement may be retained by County until all of County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

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

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

11.11 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A copy of any Notice shall also be sent by e mail to the e mail addresses listed below. The addresses for notice shall

remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Construction Management Division
Attn: Assistant Director 115 South Andrews Avenue, Room A550
Fort Lauderdale, Florida 33301
Email address: jthompson@broward.org

FOR DEVELOPER:

Spectrum Investors, LLC
PO Box 545
Deerfield Beach, FL 33443
Email address: sheldonegross@gmail.com; evan@spectrumllcfl.com

WITH A COPY TO:

Michael W. Moskowitz, Esq.
Moskowitz, Mandell, Salim & Simowitz, P.A.
800 Corporate Drive, Suite 500
Ft. Lauderdale, FL 33334
mmoskowitz@msslaw.com

11.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.13 Developer’s Staff. Developer will provide the key staff identified in its proposal for Project as long as said key staff are in Developer’s employment. Developer will obtain prior written approval of Contract Administrator to change key staff. Developer shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Developer’s staff, Contract Administrator shall first meet with Developer and provide reasonable justification for said removal; upon such reasonable justification, Developer shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Developer certifies that it has a drug-

free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

11.15 Independent Contractor. Developer is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Developer nor its agents shall act as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Developer shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.16 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in County's capacity as a regulatory authority. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.17 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

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

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

11.20 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Developer and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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

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

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, specific provisions shall control over general ones and Developer shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, DEVELOPER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.25 Reuse of Project. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Developer's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A); and Developer agrees to such reuse in accordance with this provision. If the Contract Administrator Contract #PNC2120462F1 -Spectrum Interim

elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for this Project for other projects on other sites, Developer will be paid a reuse fee to be negotiated between Developer and County, subject to approval by the proper awarding authority. Each reuse shall include all Basic Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.26 Payable Interest.

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

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

11.27 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A through F are incorporated into and made a part of this Agreement.

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

11.29 Public Art and Design. The Project includes artwork as defined by Section 1-88, Broward County Code of Ordinances, as described in Exhibit A, and Developer shall cooperate with the artist selected by County for the purpose of properly incorporating the artist's design(s) into the design of the Project. Developer's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section. Developer shall ensure that Subconsultants, if any, are informed of Broward County's Public Art and Design Program and any applicable requirement of working with the artist(s).

11.30 Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Contract #PNC2120462F1 -Spectrum Interim

Code (“Workforce Investment Program”). Developer affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Developer or its Subconsultants) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Developer shall maintain and make available to County upon request all records documenting Developer’s compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.31 Time is of the Essence. Time is of the essence throughout the performance of this Agreement.

11.32 Force majeure. As used in this Interim Agreement, force majeure shall be Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, epidemics, pandemics, lightning, hurricanes, earthquakes, explosions, accidents or repairs to machinery or pipes, delays of carriers, inability to obtain materials or rights of way on reasonable terms, acts of public authorities, or any other causes, whether or not of the same kind as enumerated herein, not within the control of the Parties.

11.34 Comprehensive Agreement. The Parties agree to commence negotiations at a mutually agreeable time in January, 2021, for a Comprehensive Agreement while Developer provides the Services and seeks to obtain final and binding site plan approval from the City. County approval and execution of this Interim Agreement does not constitute and shall not be deemed approval of the Project or of a Comprehensive Agreement and shall not bestow any rights upon Spectrum not expressly set forth in this Interim Agreement. Developer’s receipt of final and binding site plan approval and completion of all Services are each a condition precedent to County’s consideration of approval of a Comprehensive Agreement. If County elects to terminate negotiations for a Comprehensive Agreement with Developer, or if the parties fail to reach agreement on a Comprehensive Agreement within forty-five (45) days after the date Developer receives final and binding approval of a site plan from the City, unless such date is extended by mutual agreement of the Parties, County shall pay Developer the unpaid remainder of the fee for any Services provided through the date of termination, within thirty (30) days after receipt of Developer’s proper invoice, as defined by County’s Prompt Payment Ordinance, minus any deductions permitted by this Agreement

11.35 Establishment of Initial Guaranteed Maximum Price.

11.35.1 County has established a Cost Limitation for the Project (“Project Cost Limitation”) in the maximum amount of Sixty-three Million Eight Thousand One Hundred

Thirty-eight Dollars (\$63,008,138). The Project shall be managed by the establishment of an Initial Guaranteed Maximum Price (“IGMP”) and Final Guaranteed Maximum Price (“FGMP”) that shall set forth a Guaranteed Maximum Price for the Project. The IGMP shall be submitted by Developer in a timely manner after completion of the Services and prior to County consideration of a Comprehensive Agreement, for approval by County and may not exceed the Project Cost Limitation unless otherwise approved by County. To the extent an IGMP exceeds a Project Cost Limitation, Developer shall use best efforts to reduce such IGMP and provide value analysis to County to reduce the IGMP to at or below the Project Cost Limitation. If a Force Majeure Event occurs subsequent to the Effective Date and prior to the issuance of an IGMP for County approval that would cause the IGMP to exceed a Project Cost Limitation, County and Developer shall meet promptly to discuss and agree upon the appropriate resolution.

11.35.2 Upon completion of the Services and prior to County consideration of a Comprehensive Agreement, Developer shall submit an IGMP to County to perform the Project work described in the design documents produced pursuant to this Interim Agreement. The IGMP shall outline (i) the Project development costs, including, without limitation, a proposed Project construction schedule, including the proposed dates for substantial completion and final completion for construction; (ii) the basis upon which the IGMP is formulated; (iii) the amount of the County Contingency; (iv) managing general contractor’s fixed fee; and (v) such other items as County, at its sole option and discretion, may require to address requirements for the Project work. In no event shall the IGMP exceed the Project Cost Limitation without County’s prior written approval. In formulating the IGMP, Developer shall (a) calculate all elements of the IGMP according to the budget form approved by the Contract Administrator, and (b) describe in narrative “prose statement” form how the IGMP was derived, which description shall also include, at a minimum, a list of any allowances, clarifications, qualification and assumptions made by Developer due to the incompleteness of the design package upon which the IGMP was based.

11.35.3 The Contract Price Elements within the FGMP (“Contract Price Elements”) are as follows:

(a) Preconstruction Services Cost: The total fees and Reimbursables incurred under this Interim Agreement.

(b) Direct Construction Cost: The Direct Construction Cost of the work, including labor and materials.

(c) General Conditions Cost: Ancillary Project costs for the provision of administrative requirements, procedural requirements, temporary facilities and controls, performance requirements, and life cycle activities by Developer’s contractor for items which are not part of the permanent construction or which do not lend themselves readily to inclusion in one of the separate trade contracts. The General Conditions Cost shall be an amount negotiated by Developer and Contract Administrator to incorporate into a FGMP. The estimated General Conditions Cost shall be as set forth in the IGMP. The actual General

Conditions Cost shall be reconciled after the negotiation of the FGMP and made part of the FGMP

(d) Owner's Allowance Account: The Owner's Allowance Account is available at the discretion of Contract Administrator.

(e) Post Interim Agreement Design and Construction Administration Fees.

(f) Developer's Fixed Fee: Developer's Fixed Fee for this Project shall be established by the Comprehensive Agreement. The Fixed Fee shall be a percentage of the sum of the (i) Direct Construction Cost; (ii) General Conditions Cost; (iii) costs to obtain necessary easements or rights of way for the Project; (iv) Reimbursable Expenses; (v) impact fees, tap fees, permitting fees, inspection fees, and other costs and expenses required to be paid to a governmental authority having jurisdiction over the Project, in connection with the Project; and (vi) other eligible costs approved by the Contract Administrator within the FGMP to permit, complete design beyond that required by this Interim Agreement, and construct the Project, and agreed upon by the Parties.

(g) Managing General Contractor's Fixed Fee: The managing general contractor's Fixed Fee for this Project shall be established by the Comprehensive Agreement. The Fixed Fee shall be a percentage of the sum of the (i) Direct Construction Cost; (ii) the managing general contractor's general conditions cost; (iii) the costs of payment bonds and performance bonds; and iv) cost of insurance premiums applicable to the Project, and agreed upon by the Parties.

(h) Purchase Price: The gross price (\$19,500,000.00), before any adjustment for prorations and other adjustments permitted pursuant to the Comprehensive Agreement, County will pay to acquire the Property after its development and completion pursuant to a Comprehensive Agreement.

11.35.4 After Developer's submission of an IGMP, Developer and the Contract Administrator shall meet to review the IGMP and value analysis items described by Developer in the IGMP and to identify additional value analysis items for the scope of the Project work included in such IGMP. Developer and County shall work in a commercially reasonable and cooperative manner to resolve the value analysis items to County's reasonable satisfaction and produce an IGMP acceptable to County. Value analysis items, add alternates (including a schedule for including the same into the Project at a particular price) and any other modifications approved by County, along with the related cost savings for each item, are to be included in the FGMP produced by Developer under the Comprehensive Agreement. Developer and County shall endeavor to complete the Value Analysis no later than thirty (30) days after Developer's submittal of the IGMP, as may be extended with the approval of the Contract Administrator.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the _____ day of _____, 2020, and DEVELOPER, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY

By: _____

By: _____
Bertha Henry, County Administrator

Name: _____

____ day of _____, 2020

By: _____

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

Name: _____

By: _____
Jeffrey S. Siniawsky
Senior Assistant County Attorney

Date: _____

By: _____
Michael J. Kerr
Deputy County Attorney

Date: _____

JSS/tb

**INTERIM AGREEMENT BETWEEN BROWARD COUNTY AND SPECTRUM INVESTORS, LLC FOR
PRE-DEVELOPMENT SERVICES FOR THE BROWARD COUNTY SUPERVISOR OF ELECTIONS NEW
FACILITY
(RFP/RLI # PNC2120462F1)**

Developer

WITNESSES:

Spectrum, LLC

Signature

By _____

Print/Type Name

(Please Type Name)

Signature

___ day of _____, 2020.

Print/Type Name

**EXHIBIT A - SCOPE OF SERVICES TO INTERIM AGREEMENT
Broward County Supervisor of Elections New Facility**

Project No.: CMD 100529
Project Title: Supervisor of Elections New Facility

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- ATTACHMENT 2 – BIM And Electronic Media Submittal Requirements
- ATTACHMENT 3 – Architectural Program
- ATTACHMENT 4 – Preliminary Project Budget

1.00 Definitions

- ADA** – Americans with Disabilities Act.
- AHJ** – Authority Having Jurisdiction.
- ASPE** - American Society of Professional Estimators. ASPE defines estimate levels per Project activity.
- Bid Set** – the Drawings, Project Manual and all other documents used for bidding the Project.
- Charrette** – a short, collaborative meeting during which members of a team quickly generate ideas to explore and share a broad diversity of design concepts.
- Color Board** – a display board which contains the proposed building colored finish sample materials for the interior (for example: floor finish, base, wall finish, ceiling) or exterior sample materials (for example: brick, EIFS, window framing, glass, metal) or other materials deemed necessary to convey the design intent

Commissioning - the process of assuring that all systems and components of a building are designed, installed, tested, operated, and maintained according to the operational requirements of the County, basis of design and construction documents. A commissioning process may be applied not only to building projects but also to systems such as HVAC, facade and roofing.

Construction Set – all documents including the Drawings and Project Manual which reflects revisions from bidding and permitting that are used for construction.

Cost Estimate (also known as Opinion of Probable Construction Cost) - the total estimated cost to construct a project.

Deliverable – a tangible product, service or electronic file produced as a result of the Project that is intended to be delivered as contractually required.

Permit Set – all documents including the Drawings and Project Manual submitted to the local municipality for a building permit.

Record Set - all documents including the Drawings and Project Manual revised to illustrate a compendium of the original drawings, incorporating on-site changes known to the Consultant and information taken from the Contractor's As-Constructed drawings.

1.01 Project Description and Program

1.01.01 The following paragraphs form a general description of the professional services required for the design and construction of new facilities and major renovation of existing facilities for the Supervisor of Elections (hereinafter called “SOE”) facility. As such, it is not all inclusive and County does not represent that it is a complete inventory of the professional services necessary to achieve County's goals for the new facility. The following paragraphs represent County's minimum level of performance but do not limit the professional services that may be required during any Project activity described herein.

1.01.02 Project Description:

(A) Development of the Project site to provide approximately 135,361 square feet of conditioned space for the Supervisor of Elections facility. Scope includes the renovation of an existing 4-story (South) office building with atrium, demolition of the existing 2-story (North) office building and addition of a new integrated operations center and warehouse with related site work improvements to accommodate the operational needs of the Supervisor of Elections in accordance with the non-site-specific Design Criteria Package hereinafter called the “DCP”:

Supervisor of Elections (SOE) New Facility
Design Criteria Package
Project No. 100529
Dated June 8, 2020

The DCP containing the Project's architectural program and minimum requirements has been provided to the Developer and is referenced in this document as Attachment 3, Architectural Program. Requirements for Developer and its Consultant's use and modification of that generic program follow under Program Reconciliation Phase as further described below.

- (B) Obtain site plan approval from the City of Fort Lauderdale for the County approved design.
- (C) The new approximately 93,000 sf operations center shall be designed with Design Flood Elevations, including all finish floor elevations, to be a minimum of 2'-0' above the current FEMA Base Flood Elevation and shall meet High Velocity Wind Zone "HVWZ," requirements per the applicable edition of the Florida Building Code at the time of permitting.
- (D) The scopes of services are based on applying the DCP to the project site and shall include, but not be limited to:

1. South Office Building:

Renovate the existing 4-story office building, to accommodate SOE administrative offices and training facilities. Infrastructure improvements shall include elevators, exit stairs, and lobbies to facilitate ease of movement within the South Building for employees. Existing building atrium shall be evaluated for structural stability and best, most efficient SOE use. Proof of current Florida Building code compliance for building envelope, exterior glazing and curtainwall systems evaluated by a Florida licensed structural engineer to confirm that the envelope and all its components meet the demands for imposed wind loads/pressures as identified in the Project Description.

2. North Office Building:

Demolish the existing 2-story building and contents in its entirety. Site shall be graded to accommodate the new building structure.

3. New Warehouse and Operations Building:

Construct new building for SOE operations and warehouse use, fully air-conditioned for both humidity and comfort control, with covered loading docks, storage, ancillary office areas, restrooms, locker rooms, breakrooms, mailroom, printing and other elements as defined in the DCP.

4. Site:

Site shall be developed to easily accommodate the traffic movements and flow as well as provide the maximum number of parking spaces for passenger vehicles, vans, and trucks, including dedicated areas for oversize trucks, identified staging for box trucks during election period activity and media broadcast vehicles. Media parking area(s) shall include electrical connections

(hitching post) to connect to internal feeds from within the Canvassing Board area without interfering with SOE operations and security. Improvements shall include new paving, markings, curb and gutter adjustments and replacement as needed, wayfinding and monument signage, Building signage and County and SOE logos, exterior lighting, storm drainage upgrades, new landscaping, irrigation system, emergency call box (i.e. code blue), and new perimeter fence.

5. Miscellaneous work:

Install new generator(s) and associated fuel tank(s) to serve operations of the complete facility for 72 hours.

Demolish existing data building and contents in its entirety, approximately 6,000 sf.

Remove existing underground diesel tank and related piping, wiring, etc.

(E) The Project Site is located at:

**2050 Spectrum Boulevard
Fort Lauderdale, FL 33309
Parcel/Folio # 494216150091 and 494216150100**

1.02 Deliverables

1.02.01 Developer shall submit five (5) copies of all deliverable documents required (except where otherwise specified), without additional printing cost or other charges, for approval or use by the Contract Administrator. The Contract Administrator may review submitted documents and provide written review comments to Consultant following each deliverable submission in accordance with Exhibit A, Attachment 1, Project Schedule. Consultant shall revise and resubmit five (5) copies of documents (if not initially satisfactory to the Contract Administrator), as required to fulfill the submittal requirements without additional printing cost or other charges, until approved by Contract Administrator. Such resubmittals shall be made within fourteen (14) calendar days from the receipt of review comments.

Upon request of the Contract Administrator, the direct cost of printing copies in addition to the required deliverables and resubmittals described in the process above, will be compensated as a reimbursable expense.

1.02.02 Developer agrees and shall cause its Consultant and Subconsultants to be required to submit the various documents further defined below in both hardcopy and electronic media formats. Requirements for electronic media submittals are contained in the Agreement (Attachment 2 - BIM and Electronic Media Submittal Requirements). Requests for deviations from those electronic media submittal requirements shall be

submitted in advance by Consultant in writing for the consideration of the Contract Administrator.

- 1.02.03 Documents, electronic media and other materials submitted to Contract Administrator by Developer shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
- 1.02.04 All deliverables shall be accompanied by a "Project Transmittal Form" as required by County's Construction Management Division. In the absence of a proprietary form issued by County's Construction Management Division, Developer shall utilize its own office standard transmittal form (or an equivalent document such as that published by the American Institute of Architects. The Project Transmittal Form must accurately delineate the date of the submittal and list each component document of the submittal with its applicable date.

2.01 Basic Services

- 2.01.01 The services listed below, in addition to those specified by Interim Agreement with County, are related to the specific Project or other professional services as necessary to meet the needs of Broward County.
- 2.01.02 The listed services below shall not limit those activities or services that may be requested by the Contract Administrator.

3.01 Basic Services by Project Phase

- 3.01.01. Developer agrees and shall cause its Consultant and Subconsultants to provide the following services:
 - (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the activities enumerated hereinafter and all necessary personnel, equipment and materials to perform services.
 - (B) Complete those design services in accordance with the Project schedule (Exhibit A, Attachment 1, Project Schedule).
 - (C) Prepare a schedule of services in compliance with Project Schedule and for approval by County. Such schedule shall show activities including but not limited to Developer's and Consultant's efforts and County (and other municipal/agency) reviews and approvals required to complete the design services. This schedule shall initially be submitted to the Contract Administrator for approval within fourteen (14) days of execution of this agreement.

(D) Participate in the Contract Administrator's programs of Constructability Reviews throughout Schematic Design and Design Development Phases.

- 3.01.02. Developer shall cause its Consultant and Subconsultants to schedule and attend a bi-weekly Project review and coordination meeting with representatives of the Contract Administrator and Supervisor of Elections throughout all phases of the Project. At each of these meetings, Developer shall cause its Consultant and Subconsultants and Contract Administrator shall review the schedule and scope, along with the progress to date on the respective phases of the Project and any special problems related to the continuing progress of the Project. For each Project review meeting, and as may be otherwise appropriate during any Project phase, Developer shall cause its Consultant and Subconsultants to provide progress sketches and other documents enough to illustrate progress and the issues at hand for the Contract Administrator's review. Developer shall not be entitled to claims for delays to the Project Schedule due to Developer's provision of such documents.
- 3.01.03. Developer shall cause its Consultant and representatives of each sub-consulting firm to attend a Design Kick-Off meeting and a Design Debriefing meeting which will be scheduled by the Contract Administrator at the beginning and end of each of the Project's phases as described in Attachment 1. The Design Kick-Off meetings will provide a forum for the entire Project team to review Project goals, continuing issues, and review performance expectations for the respective activity of the Project. The Design Debriefing Meeting will provide a forum in which the entire Project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.
- 3.01.04. Developer shall cause its Consultant and interior designer to attend periodic furnishings and equipment coordination meetings as scheduled by the Contract Administrator during the Schematic and Design Development phases of the Project. These meetings will be scheduled to address and coordinate the layout and selection of furniture types for the Project.
- 3.01.05. Developer shall cause its Consultant, the Contract Administrator and the artist(s) selected by County to attend coordination meetings as scheduled by the Contract Administrator to address the incorporation of public art into the facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design
- 3.01.06. Developer shall keep Contract Administrator informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed.

- 3.01.07. Developer shall cause its Consultant and Subconsultants to cooperate with Contract Administrator by participating in, reviewing and commenting on Constructability studies, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any activity of the Project. In the event Contract Administrator accepts recommendations from Constructability studies, Developer shall, upon review and agreement, implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.
- 3.01.08. Developer shall cause its Consultant and Subconsultants to submit various documents in Building Information Modeling, BIM as further defined below in both hardcopy and electronic media formats. Developer shall cause its Consultant and Subconsultants to meet requirements for electronic media submittals consistent with the requirements contained in Exhibit A, Attachment 2 – BIM and Electronic Media Submittal Requirements. Attachment 2 is provided as a template for the Parties and sets forth the expectations of the Parties regarding electronic media submittals. Requests for deviations from those electronic media submittal requirements shall be submitted in advance by Developer and its Consultant in writing for the consideration of the Contract Administrator.
- 3.01.09. Developer shall cause its Consultant and Subconsultants to submit documents, electronic media and other materials to Contract Administrator. All submittals shall be retained by the Contract Administrator except as otherwise noted herein and are subject to the ownership provisions of this Agreement.
- 3.01.10. Developer shall cause its Consultant and Subconsultants to make complete document submittals at the various activities listed below. Incomplete or partial submittals may be requested in advance through the Contract Administrator and may be allowed only when Developer has received advance approval in writing by the Contract Administrator. Incomplete or partial submittals made without advance approval shall be returned to Developer unreviewed and unaccepted by the Contract Administrator.
- 3.01.11. Developer shall cause its Consultant and Subconsultants to pursue Leadership in Energy and Environmental Design (LEED) principles (latest version) established by the United States Green Building Council (USGBC) for achieving a Silver Rating for the facility as part of Basic Services. Professional services required for the achievement of any additional level of LEED certification through the USGBC may be elected by the Contract Administrator for the Project and will be provided under Optional Services.

3.02 Program Reconciliation Phase:

After written Notice to Proceed from Contract Administrator, Developer shall cause its Consultant and Subconsultants to prepare, submit and present for approval by Contract Administrator, Program Reconciliation documents and activities, as follows:

- 3.02.01 An in-depth review and confirmation of the architectural program provided to this Scope of Services as Attachment 3. Developer's services shall culminate in Developer's Consultants and subconsultants submittal of a comprehensive reconciled programming document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the Project's specific site.
- 3.02.02 Verify, confirm, and modify the preliminary program's description of occupancy needs and spatial allocation by coordinating with County staff. Apply the Project Design Criteria Package to the Project specific location. Update any affected space and flow diagrams, diagrammatic studies, and descriptive text for internal functions; human, vehicular, and material flow patterns; site requirements; general space allocations; adjacency and material handling.
- 3.02.03 Confirm the program's Project specific description of site development criteria, building configuration, construction, and material standards by:
 - (A) Providing services to make measured drawings of the existing site or facilities to be renovated.
 - (B) Listing required provisions for phased construction and future additions.
 - (C) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.
 - (D) Identifying orientation considerations for solar, views, street access, etc.
 - (E) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.
 - (F) Estimating size(s) of core area(s) required for:
 - 1. Mechanical services.
 - 2. Electrical services.
 - 3. Vertical transportation.
 - 4. Stair/smoke towers.
 - (G) Estimating and documenting structural spans required to-suit room spatial needs.

- (H) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.
- (I) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
- (J) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
- (K) Identifying and documenting any “Contract Administrator Preferences” for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.
- (L) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the facilities design and operation.
- (M) Identifying opportunities for integrating public art into the Project.

- 3.02.04 Developer shall cause its Consultant and Subconsultants to analyze and document jurisdictional requirements to obtain a variance of the requirements for concurrency.
- 3.02.05 Developer shall cause its Consultant and Subconsultants to research and document all codes, laws, rules, regulations, and ordinances pertaining to the property, building type and probable building design established by other programming tasks.
- 3.02.06 Developer shall not proceed with the next phase until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next phase, which shall not be unreasonably delayed.
- 3.02.07 Developer shall cause its Consultant and Subconsultants to provide presentations of the Project's Program to County's staff, using agencies or groups, and to County Commission, as required.

3.03 Schematic Design Phase:

After written Notice to Proceed from Contract Administrator and based on the approved Program Reconciliation report and any adjustments authorized by Contract Administrator to the Project Scope, Developer shall cause its Consultant and Subconsultants to prepare, submit and present for approval by Contract Administrator the Schematic Design Phase documents, as follows:

- 3.03.01 Developer shall cause its Consultant and Subconsultants, prior to commencing Schematic Design phase, to visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by Developer. Upon discovery of any differing conditions, the Developer shall immediately notify Contract Administrator.
- 3.03.02 Developer shall cause its Consultant and Subconsultants to develop and present a minimum of three alternative design solutions to the Contract Administrator to illustrate optional creative responses to the architectural program. The Contract Administrator will convene a schematic design review conference at which Developer shall cause its Consultant and Subconsultants to review with the Contract Administrator, County staff and using agency, these alternative solutions. Alternative approaches should address both design and construction of the Project; site use and improvements; preliminary selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and Developer and its Consultants' recommendations concerning the presented alternatives. The Contract Administrator shall identify a preferred design solution within ten (10) calendar days of submission, which shall then form the basis of Developer's and its Consultants continuing work on the Project and the primary content of the Schematic Design Report further described below.
- 3.03.03 Developer shall cause its Consultant and Subconsultants to prepare, submit and present for approval by Contract Administrator a Schematic Design Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:
- (A) "Project Transmittal Form" in accordance with Section 1.02.
 - (B) "Space Chart Form" formatted to list all spaces within the Project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the Project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas. Note any deviations from Contract Administrator approved programmatic documents for the Project.
 - (C) Since the project includes new buildings, building additions and other exterior work; incorporate title search and provide a hardcopy and electronic media copy of a site survey with the following information:
 - 1. A detailed survey performed by a registered licensed surveyor, using state plane coordinates prepare in accordance with the standards specified by the American Land Title Association (ALTA). The site survey may be an update of existing informational surveys but shall be prepared on electronic media and submitted in both hard and electronic media formats conforming to the

Contract Administrator's BIM and Electronic Media Submittal Requirements (Attachment 2).

2. The legal description of the site, acreage, points of the compass, contours, overall dimensions.
3. Information about ownership and use of adjacent land.
4. Existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps or FEMA documents, and use.
5. Parking areas, service areas, bus pick-up areas and similar areas.
6. Vegetation, trees, hardscape elements, adjacent highways, and roads.
7. Locations of on- and off-site utility connections, utility service point entry locations.

(D) Schematic Design Drawings: These documents shall be schematic drawings responding to the reconciled architectural program and the preferred design solution, illustrating the general scope, scale, and relationship of Project components. All plan drawings to include points of the compass, scale, drawing title, dimensions as appropriate, legends, title block, and other graphic information appropriate to the drawing, (i.e. preliminary building code information on architectural floor plan). Documents shall include as a minimum, the following scaled drawings in addition to other graphic or descriptive materials that Developer, its Consultant and Subconsultants may deem necessary to adequately communicate the Project:

1. Site plan must show:
 - a. Contours and general topographical conditions, flood plain elevation, over-all property, and structure dimensions.
 - b. Existing site features such as: adjacent highways, roads, on and off-site improvements, fire hydrants, power transmission lines, adjacent land use.
 - c. On and off-site utilities, entrances onto the site and into the building, including but not limited to water, sanitary sewer, storm drainage, power, fire protection, telecommunications, and gas.
 - d. Proposed structures such as: walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/electrical vault locations, service areas, loading docks, bus and car loading zones, existing buildings and use, location of proposed building(s), relocatable or temporary structures and phased construction where applicable.
 - e. Proposed vehicular movement paths, required clearances, and turning radii for the variety of vehicles to be accommodated on the site.
 - f. Indicate signage, proposed and existing curbs, drainage features, monument sign locations and fences, walls, gates and any site enclosures or security provisions.
2. Floor plans must show:

- a. Architectural floor plans including: Over-all dimensions, identity and configuration of each space, room sizes, proposed door locations, room numbers, occupant loads for gathering spaces, plumbing fixture layouts and placement, proposed passive design and low energy usage features, outdoor areas, mechanical and electrical rooms and major equipment, any existing buildings and use and future additions.
 - b. Life-safety plan(s) delineating exits, fire walls, travel distance, protected corridors, smoke partitions, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.
 - c. Accessibility Plan(s) delineating provisions for accessibility/universal design and compliance with the Florida Accessibility Code for Building Construction (most current edition). Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, accessible toilet facilities, and other preliminary building features that will support accessibility.
 - d. Furnishing, Fixtures and Equipment (“FF&E”) Drawings: Provide layouts for preliminary systems furniture workstation templates indicating the locations, scale and proposed arrangement of all furniture and equipment items necessary to facilitate internal County review and coordination based on the reconciled DCP.
3. Elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including:
 - a. Proposed and existing fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps, and stairs).
 - b. Preliminary material selections, and other building features and interior and exterior spatial relationships.
 - c. Heights of proposed structures, floor to floor levels and ceilings.
4. Landscape and Irrigation Drawings must indicate:
 - a. Preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of Project's location.
 - b. Provide identifications of proposed landscape material and their locations in accordance with the Supervisor of Elections (also known as “SOE”) Design Criteria Package.
 - c. Primary organization of existing and reconfigured irrigation approach including pump locations, primary irrigation methods and equipment, and domestic water sources to be employed near building elements subject to rust staining (where applicable).

5. Preliminary graphics, concept sketches, three-dimensional views utilizing the Building Information Model (BIM) describing the proposed design solutions. Use the BIM as well as other supplementary materials suggesting:
 - a. Proposed locations for integrated public art, thematic design treatments for special areas, and/or other spaces which have been programmed for special or thematic design content.
- (E) Preliminary Project Description, formatted to match that specified by the latest edition of the Construction Specifications Institute's "Manual of Practice." The narrative to be comprised of:
1. Preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components, and systems) to be used in the Project.
 2. Coordinated points of service and preliminary service requirements with Florida Power and Light (a/k/a FPL), telephone and cable TV provider(s) and other utility services as required by the Project's scope and DCP, and describe preliminary approaches to the provision of applicable utilities to the project.
 3. Constructability issues specifically raised during this Project activity.
 4. Other concerns or issues related to the project type or approach, (i.e. resiliency, sustainability).
- (F) Mechanical Requirements Specific to Remodeling and Addition Projects. Provide a survey of the condition of the existing mechanical equipment and description of the proposed HVAC system. Mechanical Drawings indicating locations of air handling equipment, chillers, pumps, and cooling tower(s) showing that spaces are appropriately sized and located.
- (G) Electrical Drawings showing location and sizes of all the main components of the electrical system such as transformers, electrical rooms, main distribution panels, computer and data rooms, emergency generator and fuel storage, cable or closed-circuit television head-ins, radio antennas, and satellite and short wave dish antennas.
- (H) Project Schedule: Developer shall not deviate from the approved Project Schedule (Attachment 1). Developer shall notify the Contract Administrator in writing of any deviations to the Project Schedule and submit a revised Project Schedule for Contract Administrator's approval within seven (7) calendar days after Developer's finding of the required schedule change. Any deviation from

the approved Project Schedule without specific written authorization from County shall be at the Developer's risk and expense.

- 3.03.04 Developer shall review County's sustainability goals and define how they will be accomplished with respect to siting, energy use reduction, potable water use reduction, sustainable materials, renewable energy, protecting indoor environmental quality and other sustainability issues within a LEED charrette. Provide daylighting narrative explaining strategy to incorporate natural daylighting into building configuration and design. Perform a schematic level energy model of the building envelope to attain the best energy efficiency for the building type and function. Provide a summary of LEED credits being pursued and anticipated point levels to be achieved.
- 3.03.05 Developer shall coordinate with County to determine the municipal, county and other agencies having jurisdiction over the Project (such as the South Florida Water Management District) and, through County, make applications for site plan and other review as appropriate to this phase of the Project. Developer and its Consultant shall attend and provide representation at all jurisdictional review meetings concerning the Project.
- 3.03.06 Developer shall submit copies of all deliverables in accordance with Section 1.02.
- 3.03.07 Developer shall cause its Consultant and Subconsultants, as appropriate, to provide presentations of the Schematic Design to County's staff and to the Broward County Board of County Commissioners or their designee.
- 3.03.08 Developer shall not proceed with the next phase until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next activity.
- 3.03.09 General summary of Schematic Design Deliverables (Section reference in parentheses). Nothing contained in this general summary shall modify, negate, or otherwise affect the applicable Schematic Design requirements set out above.
 - (A) Transmittal Form (1.02.04, 3.03.03 A)
 - (B) Space Chart Form (3.03.03 B)
 - (C) Site Survey (3.03.03 C)
 - (D) Schematic Design Drawings of Preferred Option (3.03.0 D, 1 through 5)
 - 1. Site Plan
 - 2. Architectural Floor Plans, Life Safety, ~~and~~ Accessibility, and FF& E plans
 - 3. Elevations and Sections
 - 4. Landscape and Irrigation Plans
 - 5. Three-dimensional views and graphics

- (E) Preliminary Project Description (3.03.03E)
- (F) Mechanical requirements (3.03.03 F)
- (G) Electrical requirements (3.03.03 G)
- (H) Project Schedule (3.03.03 H)
- (I) LEED Narrative and Scorecard (3.03.04)
- (J) Summary of Required AHJ Approvals (3.03.05)
- (K) Hard copies and Deliverables as specified (3.03.06 and 1.02.01).
- (L) BIM Model, and Electronic Media per Attachment 2 – BIM and Electronic Media Submittal Requirements.

3.04 Site Plan Approval and Schematic Design Probable Construction Cost Phase:

After written Notice to Proceed from Contract Administrator, which shall not be unreasonably delayed, and based on the approved Schematic Design Phase deliverables and any adjustments authorized by Contract Administrator to the Project Scope, Developer shall cause its Consultant and Subconsultants to:

- (A) Prepare Site plan materials required by the City of Fort Lauderdale to obtain site plan approval.
- (B) File applications with all Authorities Having Jurisdiction (AHJ) over the project site that will affect its further development or renovation.

3.04.01 Developer shall cause its Managing General Contractor to:

- (A) Provide a Statement of Probable Construction Cost and submit to County a duly detailed Schematic Design Phase estimate (ASPE Level 2 – Schematic Design Estimate), projected to the expected time of bid.
- (B) The Statement of Probable Construction Cost shall contain sufficient detail to provide information necessary to evaluate compliance with the Project Budget.
- (C) Utilize the Construction Specification Institute’s latest edition of MasterFormat to organize the estimate.
- (D) Statement of Probable Construction Cost shall be organized to group costs by major project components, such as building, demolition, new construction, renovation, site work and site utilities. Cost elements such as General Conditions, Supervisory Staff, Insurances, Bonds, Permitting and other associated non-direct costs shall be clearly defined and applied separately to the total direct cost of the work.

3.04.02 This initial Statement of Probable Cost will be replaced with the Design Development Phase Estimate of Probable Construction Cost for use in negotiation of the Comprehensive Agreement.

3.05 Design Development Phase:

3.05.01 After written Notice to Proceed from Contract Administrator which shall not be unreasonably delayed, and based on the approved Schematic Design Phase Documents, Site Plan Approval Documents and any adjustments authorized by Contract Administrator to the Project Scope; Developer shall cause its Consultant and Subconsultants to prepare, submit and present for approval by Contract Administrator, Design Development Phase documents, which will supplement and augment the documentation provided for the DRC Site Plan Approval, comprised of the following:

(A) "Project Transmittal Form" in accordance with Section 1.02.04

(B) Documents: Including, in addition to Schematic Design phase and City of Fort Lauderdale site plan review requirements, the following:

1. Civil site plan(s) showing, in addition to Schematic Design Phase site survey requirements, those site features and elements affected by the work.
2. Soil testing results including a copy of the Developer's Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.
3. Architectural Floor plan(s) formatted to allow the use of standard 24" x 36" drawing sheets. Larger sheet sizes may be used only with advance written authorization of the Contract Administrator. Plans shall include, but not be limited to, the following:
 - a. An existing floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without break lines.
 - b. Existing floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, and identification of accessible areas for the disabled.
 - c. Proposed floor plans for additions and renovations to the existing facility. Such proposed floor plans must indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Consultant shall distinguish between new and existing areas for renovation, remodeling, or an addition.
 - d. Large scale plans (at a minimum of ¼ inch scale) for renovated or remodeled areas including restrooms and other spaces that require detailed delineation of furniture and equipment. Provide detailed plans (at a minimum of ½ inch scale) for affected mechanical rooms, electrical rooms, and Data/Telcom rooms.

4. Preliminary Exterior Door Schedule.
5. Updated Life-safety plans to show exit strategy, emergency wall openings, ramps, and other life safety equipment applicable to the Project.
 - a. Indicate and provide information concerning occupancy type, construction type, building area(s) (in square feet), total building occupancy, fire zone, maximum travel distances allowed/provided, maximum dead-end corridor allowed/provided, minimum exit corridor width allowed/provided.
 - b. By symbol, indicate exits (required/provided), generator(s) and other life-safety equipment relevant to the facility.
6. Updated Accessibility Plan(s) indicating the further development of the facility's accessible/universal design features and compliance with the ADA.
 - a. For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed solutions
7. All updated exterior building elevations to fully illustrate and indicate the scale, massing, and spatial relationships of the facility.
8. Typical building sections to show dimensions, proposed construction materials, and relationship of internal spaces and finished floors to finished grades.
9. Preliminary Structural Drawings including plans and sections indicating systems, connections, and foundations. These drawings may be structural roughs.
10. Mechanical Drawings updated indicating locations of air handling equipment (chillers, pumps, AHU's, cooling tower, electric duct heaters, etc.), location of grease trap(s), Natural or LP gas tank or entrance location, and any tie in or connection to existing utilities. Provide an updated description of the proposed HVAC system equipment.
11. Electrical Drawings updated including location of all the main components of the electrical system such as transformers, electrical rooms, main distribution panel, emergency generator and fuel storage, cable or closed-circuit television head-ins, radio antennas, and satellite and short wave dish antennas and equipment, fire alarm panel. Include computer networking rooms.
12. Updated Landscape and Irrigation Drawings including designs for a code conforming landscape layout and supporting irrigation system including

available updates from City of Ft Lauderdale site plan review process approval. Landscape drawings should indicate locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, plant species selections, and any “special” landscape features. Irrigation system drawings should indicate system selections, water sources and schematic distribution concept.

13. Furnishing, Fixtures and Equipment (“FF&E”) Drawings: Provide updated layouts for preliminary systems furniture workstation templates indicating the locations, scale and proposed arrangement of all furniture and equipment items necessary to facilitate internal County review and coordination.

14. Three Dimensional Views of the Project to illustrate the Design Development Phase of the project to the County and its stakeholders.

(C) An updated Project Schedule reflecting development and anticipated schedules for all subsequent Project activities.

(D) Updated narrative and assessment of LEED and other sustainability initiatives and opportunities identified in prior phases. Provide an updated LEED scorecard indicating the expected, potential and non-attainable points and the current expected points total.

(E) A letter and/or accompanying spreadsheet from Consultant and each of the major technical disciplines and any necessary subconsultants explaining how each previous review comment (as generated by County and/or other reviewing agencies) concerning the Project have been addressed and/or corrected.

3.05.02 Developer shall cause its Consultant and representatives from each of major technical disciplines to attend coordination, review, and presentation meetings with County to explain the design concept and technical resolution of their respective building or site systems.

3.05.03 Developer shall cause its Consultant and Subconsultants to submit copies of all deliverables in accordance with Section 1.02.01.

3.05.04 Developer shall not proceed with the next Phase until the acceptance of all required presentations and reports, reconciliation or correction of all outstanding County review comments, and receipt of a written Notice to Proceed with the next Phase.

3.05.05 General summary of Design Development Deliverables (Section reference in parentheses). This general summary shall not modify, negate, or otherwise affect the applicable Design Development requirements set out above.

- (A) Transmittal Form (1.02.04, 3.05.01).
- (B) Design Development Drawings (3.05.01 B)
 - 1. Civil Site Plan
 - 2. Geotechnical Report
 - 3. Floor Plans
 - a. Full Building Plans
 - b. 1/8" Floor Plans
 - c. Floor Plans indicating proposed work
 - d. Large-Scale, Detailed Plans
 - 4. Exterior Door Schedule
 - 5. Life Safety Plans
 - 6. Accessibility Plans
 - 7. Elevations
 - 8. Sections
 - 9. Structural Drawings
 - 10. Mechanical Drawings
 - 11. Electrical Drawings
 - 12. Landscape and Irrigation Drawings
 - 13. FF&E drawings
 - 14. Three-dimensional views
- (C) Project Schedule (3.05.01 C)
- (D) LEED Narrative and Scorecard (3.05.01 D)
- (E) Response to Previous Comments (3.05.01 E)
- (F) Hard Copies and Deliverables as Specified (1.02.01 & 3.05.03)
- (G) BIM Model and electronic media per Attachment 2 – BIM and Electronic Media Submittal Requirements.

3.05.06 Developer shall provide a Statement of Probable Construction Cost. Developer shall submit to County a duly detailed Design Development Phase estimate (ASPE Level 3 – Design Development Estimate), of probable construction cost by Consultant’s cost estimator/General Contractor, projected to the expected time of bid. The estimate shall contain sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this Project. Consultant must utilize the Construction Specification Institute’s latest edition of MasterFormat to organize the estimate. Developer’s estimator shall group costs by major project components, such as by building, demolition, new construction, renovation, site work and site utilities. Cost elements such as General Conditions, Supervisory Staff, Insurances, Bonds, Permitting and other associated non-direct costs shall be clearly defined and applied separately to the total direct cost of the work.

3.05.07 Updated Statement of Probable Construction Cost will be used in the negotiation of the Comprehensive Agreement, once the site plan and use of the proposed site has been approved by the AHJ and the budget has been reconciled.

4.01 Optional Services:

The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by an appropriate written authorization, will be compensated for as provided under Article 5 of the Interim Agreement:

- (A) Providing any additional or special professional services as may be required for the Project not within this Agreement.
- (B) Provide physical modeling of proposed facilities, building assemblies or other assemblies or other spaces/facilities pursuant to the Project needs of the Contract Administrator.
- (C) Any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice related directly to design, construction or Project administration.

End of Exhibit A

**EXHIBIT A - SCOPE OF SERVICES TO INTERIM AGREEMENT
ATTACHMENT 1:
Project Schedule**

Project No: CMD 100529
Solicitation No.: PNC2120462F1
Project Title: Supervisor of Elections New Facility

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of the Developer's Project Development Schedule as required by the Interim Agreement for this Project.

ACTIVITY	DATE REQUIRED OR ESTIMATED TIME PERIOD (CALENDAR DAYS)	
<u>Program Reconciliation Phase:</u>		
Developer's Document Preparation and Submittal	30 Days	<input type="checkbox"/> Undetermined
County Review	7 Days	<input type="checkbox"/> Undetermined
Developer's Document Correction and Re-Submittal	7 Days	<input type="checkbox"/> Undetermined
<u>Schematic Design Phase:</u>		
Developer's Document Preparation of Alternate Schemes and Submittal Presentation	45 Days	<input type="checkbox"/> Undetermined
County Review	10 Days	<input type="checkbox"/> Undetermined
Developer's Document Preparation of Selected Scheme and Submittal	30 Days	<input type="checkbox"/> Undetermined
County Review / Initiate Schematic Design Phase Probable Construction Cost Estimate	21 Days	<input type="checkbox"/> Undetermined
Developer's Document Correction and Re-Submittal	7 Days	<input type="checkbox"/> Undetermined
<u>Site Plan Approval and SD Probable Construction Cost Phase</u>		
Developer's Document Preparation and Submittal to AHJ	TBD Days	<input checked="" type="checkbox"/> Undetermined
Developer's Document Correction and Re-Submittal / Submittal of SD Phase Probable Construction Cost	7 Days	<input type="checkbox"/> Undetermined
County Review	10 Days	<input type="checkbox"/> Undetermined
Submit and obtain approval for Site Plan / DRC review	TBD Days	<input checked="" type="checkbox"/> Undetermined
Developer's Document Correction and Re-Submittal	7 Days	<input type="checkbox"/> Undetermined

Design Development Phase (Simultaneous with Site Plan

Approval Phase):

Developer's Document Preparation and Submittal	90 Days	<input type="checkbox"/> Undetermined
County Review / Initiate Probable Construction Cost Estimate	21 Days	<input type="checkbox"/> Undetermined
Developer's Submittal of Probable Cost Estimate	14 Days	<input type="checkbox"/> Undetermined
County Review	10 Days	<input type="checkbox"/> Undetermined
Developer's Document Correction and Re-Submittal	21 Days	<input type="checkbox"/> Undetermined

**EXHIBIT A - SCOPE OF SERVICES TO INTERIM AGREEMENT
ATTACHMENT 2:
BIM and Electronic Media Submittal Requirements**

Project No: CMD 100529
Project Title: Broward County Supervisor of Elections New Facility

Introduction

The Contract Administrator will be utilizing electronic media as the principal way it develops, communicates, and archives information concerning its various construction programs for the County. To that end, the Developer shall cause its Consultant, Subconsultants, Contractors and Subcontractors to require submittal of documents produced for the project on electronic media. The County requires Building Information Modeling (BIM) based design, documentation, and construction deliverables, scaled to the County's needs, especially for all major projects, including all new construction. These BIM processes are achieved through collaborative efforts of the Developer's team including the Consultant's team and the Contractor's team and generally conclude with the completion of the Consultant's Design Model and a Contractor's As-Constructed Model as outlined in the Scope of Work and in the BIM Project Execution Plan (BIM PxP). For the purposes of this document, the Developers team is identified as "Consultants" and/or its "Subconsultants," and "Contractors" and/or its "Subcontractors" to establish an orderly identification of the responsibilities within the Developer's team for the tasks, processes and procedures required to accomplish the County's electronic media goals during design, construction and after completion of the project.

For this project utilizing BIM delivery, Consultant and Contractor will provide native BIM format and Industry Foundation Class (IFC) electronic BIM deliverables in addition to all other electronic copies of hardcopy submissions and other files that support the intent of the project at all project milestones. Data interoperability is important to the County. Design Authoring software shall be used throughout the project lifecycle and shall be parametric. It is also important that nationally defined standards and protocols be used when developing BIM's so that data may be normalized for multiple uses, now and in the future. Most current versions of standards such as the National BIM Standards, BIMForum LOD Specification Part 1 and Commentary, OmniClass, Uniformat and MasterFormat, should be used whenever possible.

The Consultant will derive any two-dimensional (2D) deliverables from the Building Information Model. Further, it is the intent of the County to require open-standard facility management data as a project deliverable at all milestones. An important goal for the Construction Management Division is to not only enhance the value of all team efforts to efficiently design and construct lean, new and renovated construction projects using BIM, but also to assist in achieving a dependable use and development of BIM across multiple building types and for a wide range of County agencies.

Predictable, reliable, and uniform data will help to ensure a building dataset that will facilitate ongoing building operation and maintenance protocols. Project Consultant shall initiate and Interim Agreement

jointly develop BIM and Construction Operations Building Information Exchange (COBie) information to be completed by the Contractors throughout their corresponding phases of the project.

Definitions and Identifications for BIM terms used in this Attachment, requirements for electronic media, the BIM/CADD Standard of Care, LOD, COBie and other requirements are presented in Sections 1, 2 and 3 of this Attachment 2. The detailed BIM PxP Template is provided in Section 4 and is required to be developed at project initiation to provide a master information and data management plan and assignment of roles and responsibilities for model creation and data integration. Wherever possible, the BIM PxP will be developed through a collaborative approach involving all Project Consultants, Contractors and applicable County staff. A small sample of the Model Progression Schedule/Agent Responsible Matrix Template (MPS) is provided in Section 5 and will be made available in its native Excel format upon request. The County template includes minimum LODs but will be adapted if needed for the Project. An Introduction and directions for completion are described on the first page of the document.

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Introduction

Section 1 - Definitions and Identifications

Section 2 - Electronic Media

Section 3 - BIM/ CADD Standard of Care, Level of Development (LOD), COBie

Section 4 - BIM Execution Plan (BIM PxP) *(Template to be completed)*

**Section 5 - Model Progression Schedule/
Agent Responsible Matrix (MPS) *(Template to be completed)***

Section 1 Definitions and Identifications

The following BIM oriented definitions and identifications in this Section apply to this Attachment 2 unless the context, the Agreement in which the word or phrase is used, requires a different definition. In the event of a conflict, the Contract Administrator will determine its final resolution:

- 1.1 **3D Coordination & Conflict Analysis:** A process in which clash detection software is utilized during the coordination process to determine field conflicts by comparing 3D models of building systems. The goal of clash detection is to eliminate the major system conflicts prior to installation.
- 1.2 **As-Constructed BIMs:** Multiple Construction BIMs, delivered and validated by the Contractor before closing-up spaces and reviewed by the Consultants that represent the final As-Constructed building and components, including embedded data as required by the Contract Documents.
- 1.3 **Asset Management:** A process in which an organized management system will efficiently aid in the maintenance and operation of a facility and its assets. Asset Management utilizes the data contained in a record model to determine cost implications of changing or upgrading building assets, segregate costs of assets for financial tax purposes, and

maintain a current comprehensive database that can produce the value of a company's assets.

- 1.4 **Augmented Reality Simulation (AR):** A Model Use where 3D models - combined with other technologies - allow users to experience virtual objects superimposed on top of physical objects or places, thus allowing images from the physical and virtual worlds to appear as one. AR is typically experienced through hand-held screens, wearables, holograms and projections.
- 1.5 **BIM:** Building Information Modeling as such term is defined by the US National Building Information Model Standard Project Committee. BIM is not a specific product or technology, instead it's a collection of software applications and processes designed to facilitate coordination and project collaboration through a facilities lifecycle. BIM is a process for developing design, construction and operations and maintenance documentation by virtually constructing a building, bridge or other form of infrastructure – before anything is built. As used herein, the BIM may also refer to a specific model derived from the BIM process (sometimes redundantly identified as a BIM model). References to Building Information Model, BIM, or the Model, include the primary design model or models and all linked, related, affiliated or subsidiary models developed for design, analysis, estimating, detailing, fabrication, construction, operation or maintenance of the project, or any portion or element of the project.
- 1.6 **BIM Project Execution Plan (BIM PxP or PxP):** A document that defines the appropriate uses for Building Information Modeling on a project (e.g., design authoring, design review and 3D coordination), along with a detailed design and documentation process for executing BIM throughout a facility's lifecycle, team contacts, team responsibilities, team roles, definitions, delivery methods / formats, LOD matrix, work flow and process maps are among other information outlined in the BIM PxP.
- 1.7 **Building Maintenance Scheduling:** A process in which the functionality of the building structure (walls, floors, roof, etc.) and equipment serving the building (mechanical, electrical, plumbing, etc.) are maintained over the operational life of a facility.
- 1.8 **BIM2Field:** See definition for Digital Layout.
- 1.9 **CAD/CADD:** Computer Aided Design/Computer Aided Design and Drafting. Interchangeably used terms interpreted as 2D, (Two Dimensional) representations in electronic format. CAD represents all pre-BIM digital tools and their 2D/3D deliverables.
- 1.10 **CAD/BIM Manager:** The System Administrator and/or person responsible for leading the BIM implementation processes within an organization and supporting it in developing/delivering new BIM services and model-based efficiencies. Also responsible for the management of all CAD and BIM data and processes.
- 1.11 **CAFM – Computer Aided Facility Management:** A software platform that streamlines facilities management and maintenance. CAFM software spans space and workplace management, asset management, project management, building operations, preventive maintenance, and more. These systems leverage facilities data and drawings into performance metrics and planning tools to optimize the process of managing facilities.
- 1.12 **CIM - Sub-Surface:** Civil Information Modeling and subsurface utility mapping that relates and is coordinated with the building modeling.
- 1.13 **Clash Detection - Clash Rendition:** A process in which clash detection software is used during the coordination process to determine field conflicts by comparing 3D models of

building systems prepared by different disciplines. Rendition or the visual representation of the native-format model file is be used specifically for spatial coordination processes. The key benefit is to eliminate major system conflicts prior to installation, reducing errors, and hence costs, prior to commencement of construction.

- 1.14 **CMMS:** Computerized Maintenance Management System. A software system that provides maintenance managers a detailed look into the maintenance of a facility and keeps track of work costs and orders, machine history, labor records and critical equipment and can generate preventive maintenance work orders.
- 1.15 **COBie:** Construction Operations Building Information Exchange specifications as administered through the buildingSMART alliance, National Institute of building Sciences, Washington, DC. http://www.nibs.org/?page=bsa_cobie.
- 1.16 **Code Validation:** A process in which code validation software is utilized to check model parameters against specific codes.
- 1.17 **Commissioning:** The process of verifying in new construction that agreed upon building systems achieve the County's project requirements.
- 1.18 **Compatible Data:** Data that can be accessed directly by the target BIM or CADD system upon delivery to the County, without further translation or post-processing of the electronic digital data files. It is the responsibility of Consultant to ensure this minimum level of compatibility.
- 1.19 **Constructability - PEER Review:** Constructability can be defined as a review of the building model along with drawings, specifications to determine feasibility to assembly the project in the manner documented. The review includes, but does not limit, evaluating and identifying efficiencies, assemblies, systems and obstacles to construction.
- 1.20 **Construction System Design:** A process in which 3D System Design Software is utilized to design and analyze the construction of a complex building system (e.g. form work, glazing, tiebacks, etc.) in order to improve planning.
- 1.21 **Cost Analysis:** A process in which a BIM can offer a preliminary analysis of the costs of constructing a Project during the design process and provide cost benefit effects of additions and modifications with potential to save time and avoid budget overruns. The accumulation, examination, and manipulation of cost data for comparisons and projections.
- 1.22 **Cost Estimation:** A process in which a BIM is used to develop accurate quantity take-offs for the purpose of creating or validating cost estimates.
- 1.23 **Design Authoring:** A process in which 3D software is used to develop a BIM based on criteria that is important to the translation of the building's design. Design authoring tools are a first step towards BIM, connecting the 3D model with a database of properties, quantities, means and methods and schedules.
- 1.24 **Design for Maintenance:** An evaluation process where each object selected during design for inclusion in a BIM are evaluated for maintenance issues, such as recommended, or code required clearances to perform routine maintenance activates to include complete replacement of the object or any of its components.
- 1.25 **Design Model:** is an object-based 3D model generated by the Design Team (individually or as a group) for the purposes of design analysis, Clash Detection and documentation.
- 1.26 **Design Reviews:** A process in which a 3D model is used to showcase the proposed design to the stakeholders and to help evaluate whether it has met deliverable requirements.

- 1.27 **Digital Fabrication:** A process that utilizes machine technology to prefabricate objects directly from a 3D Model. The Model is spooled into appropriate sections and input into fabrication equipment for production of system assemblies.
- 1.28 **Digital Layout - BIM2Field:** A process that allows information in a BIM to be transferred to digital layout tools for layout in conformance to the model. This information can be used to validate (QA/QC) the physical facility against the model.
- 1.29 **Disaster Planning - EM Preparation:** A process in which emergency responders would have access to critical building information in the form of model and information system. The BIM would provide critical building information to the responders, that would improve the efficiency of the response and, more importantly, minimize the safety risks. The dynamic building information would be provided by a building automation system (BAS), while the static building information, such as floor plans and equipment schematics, would reside in a BIM model. These two systems would be integrated via a wireless connection and emergency responders would be linked to an overall system. The BIM coupled with the BAS would be able to clearly display where the emergency was located within the building, possible routes to the area, and any other harmful locations within the building.
- 1.30 **Electrical Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective electrical system based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.31 **Energy Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective facility energy plan based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.32 **Existing Conditions Modeling:** A process in which a project team develops a parametric 3D model of the existing conditions for a site, facilities on a site, or a specific area within a facility. This model can be developed in multiple ways depending on what is desired and what is most efficient. Once the model is constructed, it can be queried for information, whether it be for new construction or a modernization project.
- 1.33 **Facility Data Exchange:** A process where a facility data schema is developed to ensure information is supplied to the BIM in electronic form so that it can be easily exchanged between the BIM and the organizations selected tool. The capability should include textural as well as graphic entities.
- 1.34 **Federated BIM:** A BIM model which links (does not merge) several single-discipline models together. Federated Models do not merge the properties of individual models into a single database. A federated model is useful for design coordination, clash avoidance and clash detection, approvals processes, design development, estimating and so on, but the individual models do not interact, they have clear authorship and remain separate. This means that the liabilities of the originators of the separate models are not changed by their incorporation into the federated model.
- 1.35 **IFC:** Industry Foundation Classes, open sharable standards for building information as defined by the buildingSMART alliance, National Institute of building Sciences, Washington, DC. <http://www.buildingSmart.org/compliance/certified-software>

- 1.36 **Information Manager:** The BIM Protocol refers to and provides for the appointment of 'Information Manager' by the Consultants, Contractors or County. This is the project manager, or BIM Manager who is responsible for managing the processes of information exchange on projects, using BIM procedures and methods.
- 1.37 **Integrated Project Delivery* (IPD):** The owner's goal who's primary motive is to bring the teams together early on in the project. A full implementation of BIM also requires the project teams to collaborate from the inception stage and formulate model sharing and ownership contract documents. *NOTE: True IPD employs various constructs, many of which the County is precluded from using by state law. (such as the use of multi-party contracts, and profit sharing). The County's integrated delivery approach leverages aspects of IPD that are allowed by law.
- 1.38 **Laser Scanning and Point Cloud Integration:** A process where the application is the controlled steering of laser beams followed by a distance measurement at every pointing direction. This is used to rapidly capture shapes of objects, buildings and landscapes. The point cloud generated is then interpreted by software to create a BIM of the existing conditions.
- 1.39 **Life Cycle Assessment -** Life-cycle assessment (LCA, also known as life-cycle analysis) is a cradle-to-grave environmental impact assessment for built assets, in terms of materials and energy. The energy and materials used, along with waste and pollutants produced as a consequence of a product or activity, are quantified over the whole life cycle; the result representing the environmental load of that asset. ISO 14040 defines LCA methodology.
- 1.40 **Lighting Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective lighting method based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.41 **LOD:** Level Of Development Specification for Building Information Models. See Section 3 – BIM/CADD Standards of Care and the current edition of the BIMForum LOD Specification for additional information. <http://BIMForum.org/lod>
- 1.42 **Maintenance & Repair Information:** A function to allow the collection and storage of maintenance and repair information about objects brought into a BIM.
- 1.43 **Mechanical Analysis:** A process in which intelligent modeling software uses the BIM model to determine the most effective mechanical system design based on engineering and design specifications. These analysis tools and performance simulations can significantly improve the design of the facility and its energy consumption during its lifecycle in the future.
- 1.44 **Model Progression Schedule/Agent Responsible Matrix (MPS):** A worksheet that is a guide for the project team to define model creation scope of work, minimum model level of development and responsible agent. The LOD will aid in determining the level of involvement of the project stakeholders from planning through facility turnover. This worksheet is intended to guide the project team in achieving project goals, accommodate required BIM uses, meet schedule requirements for the project and identify the responsible agents at differing phases of the project.
- 1.45 **OmniClass:** OmniClass Construction Classification System (OCCS), is a means of organizing and retrieving information specifically designed for the construction industry. This

agreement incorporates Table 23 establishing National Standards for the classification of construction products. OmniClass uses MasterFormat and UniFormat as the basis of its Tables wherever possible. <http://www.omniclass.org/about>

- 1.46 **Owner (County) Approval:** A business process which takes advantage of information stored in a BIM to help validate progress as well as observing that the County's intent for the facility is being honored both conceptually and contractually.
- 1.47 **Phase Planning - 4D Modeling:** A process in which a 4D model (3D models with the added dimension of time) is utilized to effectively plan the phased occupancy in a renovation, retrofit, addition, allow construction scheduling or to show the construction sequence and space requirements on a building site.
- 1.48 **Programming:** A process in which a spatial program is utilized to efficiently and accurately assess design performance in regard to spatial requirements. Use of the BIM model allows the project team to critically analyze space and understand the complexity of space standards and regulations for discussion with the County and other stakeholders.
- 1.49 **PxP:** Abbreviated form of (BIM PxP). See definition for BIM Project Execution Plan.
- 1.50 **RAW Image Format:** A camera raw image file contains minimally processed data from the image sensor of either a digital camera, a motion picture film scanner, or other image scanner. Raw files are named so because they are not yet processed and therefore are not ready to be printed or edited with a bitmap graphics editor.
- 1.51 **Quality Assurance/Quality Control - QA/QC:** QA/QC as a BIM Use refers to ensuring that the BIMs follow County requirements and all components of the approved BIM Execution Plan, and that the BIMs accurately represent the building geometry and data to meet the purposes for which they are developed.
- 1.52 **Quantity Take Off (QTO):** A model use representing how 3D models are used to calculate the quantity of Furniture, Fixtures and Equipment or building material to create a detailed measurement of materials and labor needed to complete a construction project. Estimators review drawings, specifications and BIMs to find these quantities.
- 1.53 **Record BIMs:** The updated BIMs generated by the Architecture/Engineering Team of record that includes the Contractors' As-Constructed BIMs.
- 1.54 **Security - Key Management:** A process to identify and evaluate the security zones in the facility using BIM. The process includes identifying the door keys required for openings through the security perimeters established to ensure that the level of security defined is maintained.
- 1.55 **Site Analysis:** A process in which BIM/GIS tools are used to evaluate properties in a given area to determine the most optimal site location for a future project. The site data collected is used to first select the site and then the position the building based on engineering criteria (e.g. solar path, utility availability, hazardous material).
- 1.56 **Site Utilization Planning:** A process in which a 4D model is used to graphically represent both permanent and temporary facilities on site, with the construction activity schedule. Additional information incorporated into the model can include labor resources, materials and associated deliveries, and equipment location.
- 1.57 **Space Management:** A process in which BIM is utilized to effectively allocate, manage, and track space types, workspaces, occupancy and resources within physical spaces.

- 1.58 **Specification Production:** A data based three-part specification system linked to the objects selected in a BIM which responds to any changes or alternatives items added or subtracted from the model.
- 1.59 **Structural Analysis:** A process in which analytical modeling software utilizes the BIM design authoring model to determine the behavior of a given structural system. Based on this analysis further development and refinement of the structural design takes place to create effective, efficient, and constructible structural systems.
- 1.60 **Sustainability & LEED Evaluation:** A BIM process in which a project is evaluated based on LEED or other sustainability criteria. This can refer to materials, performance, or a process. Sustainability evaluations can be applied across all four phases of a construction project, Planning, Design, Construction, and Operation. Sustainability evaluation is most effective when it is done in planning and design stages and then applied in construction and operations phase.
- 1.61 **Tolerance:** Acceptable dimension or variation from precise material, fabrication, or assembled condition as a unit of measure to be specified allowable variations in strength, stability, dimension, the mix of a material, the performance of a system, temperature ranges and so on.
- 1.62 **Total Cost of Ownership / Service Life:** A financial estimate intended to help buyers and owners determine all direct and indirect costs of a product or system.
- 1.63 **Virtual Design and Construction (VDC):** The management of integrated multi-disciplinary performance models of design-construction projects, the work processes and organization of the teams to support business objectives.
- 1.64 **Virtual Reality Simulation (VR):** A Model Use where 3D models are part of an Immersive Environment where users experience simulated places, objects and processes. As opposed to Augmented Reality Simulation, VR may require full 'immersion' within multi-projection rooms and/or through stereoscopic goggles and other specialized gear.
- 1.65 **Visualization:** Any technique for creating images, diagrams, or animations to communicate information. BIM can be used as a tool to show visual clarity of simple and complex systems and data to help understand project scope, design options, constructability, coordination and for QA/ QC.

Section 2 Electronic Media

2.1 General Requirements:

2.1.1 All Work, including drawings, land surveying work, maps, details or other drawing information to be provided in electronic media by Consultant shall be accomplished and developed using Computer-Aided Design and Drafting (CADD), or Building Information Modeling (BIM), or a coordinated combination of both as determined by the Contract Administrator and may also include other software and procedures conforming to the following criteria.

2.2 BIM and CAD/CADD Graphic Formats:

2.2.1 Provide all CAD/CADD data in Autodesk, Inc.'s AutoCAD release 2019 or higher for Windows in native .dwg electronic digital format. CAD/CADD data required for Contract submittals shall be provided in native .dwg format. Provide copies of all drawing sheets or other CAD/CADD and/or PDF format produced documents intended for hardcopy plotting or printing in plot (.plt) and drawing web format (.dwf) versions of all sheets/documents.

2.2.2 Provide all BIM models and data in Autodesk Revit 2019 or higher. Provide all BIM and data in any of the following software formats:

- a. Autodesk, Inc. Revit 2019 or higher.
- b. Alternative compatible BIM software formats that conform to the requirements of Section 2.2 of this Attachment if accepted in writing by the County's Contract Administrator.

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

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

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

- a. Ensure that all digital files and data (e.g., constructs, elements, base files, prototype drawings, reference files and images, blocks, attribute links, pen settings and all other files external to the drawing itself) are Compatible Data with the Contract Administrator's target BIM and/or CADD system (i.e., BIM and CADD software, platform, database software), and adhere to the standards and requirements specified herein.

2.2.6 Target platform: A personal computer with Windows 10 operating system that meets or exceeds the minimum manufacturer's requirements to operate the version of software utilized for the project.

2.2.7 Any non-graphical database delivered with prepared drawings must be provided in relational database format compatible with Microsoft Access 2016 or higher, or other compatible SQL format database. All database tables must conform to the structure and field-naming guidance provided upon request by the Contract Administrator.

- a. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.

2.2.8 CAD/CADD Standards:

- a. Standard plotted drawing size: 24-inch x 36-inch sheets (Arch D-sized sheet)
- b. Coordinate with the Contract Administrator concerning the standard file naming protocol to be utilized.
- c. Drawing Set Organization and Sheet Identification per the United States National CAD Standard - V5. Provide dots in lieu of dashes at all uses.

2.2.9 CAD/CADD Layering:

- a. Conform to the guidelines defined by the American Institute of Architect's (AIA) standard document, U.S. National CAD standards version 5 (V5). "CAD Layer Guidelines", 2nd edition or later.
- b. Provide an explanatory list of which layers are used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
- c. Layering: The Contract Administrator may, from time to time, supplement the AIA CAD Layer Guidelines with the Contract Administrator's specific requirements for Facilities or Construction Management and other related information. Obtain latest Contract Administrator specific layering from Contract Administrator prior to production of documents and incorporate into drawings.

2.2.10 Attribute Definitions:

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

2.2.11 Federated Models: The following colors shall be utilized for all federated models including Design, Construction, Coordination, As-Constructed, and Record Models:

- a. Architectural Models
 1. Architectural - White
 2. Envelope (Curtainwall, Precast, Other) - Default
 3. Masonry - Gray
- b. Civil & Site Improvement Model
 1. TBD
- c. Structural Models
 1. Steel – Maroon
 2. Concrete - Gray
 3. Masonry - Gray
- d. MEP/FP Models
 1. Mechanical Ductwork Supply - Blue

2. Mechanical Ductwork Return - Magenta
3. Mechanical Ductwork Exhaust – Medium Orchid
4. Mechanical Piping Supply – Gold
5. Mechanical Piping Return- Violet
6. Electrical Conduit – Light Yellow
7. Cable Tray- Dark Orange
8. Electrical Lighting – Light Golden Rod Yellow
9. Plumbing Domestic Water - Lime
10. Plumbing Storm / Roof Drain – Dark Green
11. Plumbing Waste / Vent - Olive
12. Medical Gas – Light Green
13. Fire Protection - Red
14. Fire Alarm – Golden Rod
15. Data/IT / Controls - Aqua
16. Pneumatic Tubing – Dark Slate Gray

e. Miscellaneous Models

1. Framing – Sandy Brown
2. Equipment Models (by Equip. Planners) – Burly Wood
3. Clearances - Dark Red

2.2.12 Deviations from Standards:

- a. Submit a written request for approval of any deviations from the Contract Administrator's established electronic media standards. Pre-coordinate the development, use and submittal of 3-D modeling, Building Information Models (BIM), photo-realistic renderings, animations, presentations and other visualization/information tools utilized during the design and construction process to ensure compatibility of submittal with County's intended use and information systems.
- b. No deviations from the County's established BIM/CADD standards will be permitted unless prior written approval of such deviation has been received from the Contract Administrator.
- c. Contract Administrator reserves the right to review, accept or reject AutoCAD files, BIMs and other Digital Deliverables. If the Digital Deliverables do not comply with the provisions of the agreement between County and the External Project Team member, the External Project Team member will be required to correct the work at no additional cost to County or delay to the Project Schedule.
- d. Contract Administrator also reserves the right to review, accept or reject Facility Data deliverables when required by contractual agreements. To ensure successful integration into County's CAFM software, milestone reviews may be conducted by County to export or link BIM data into these designated programs to ensure compatibility and capability. During the development of the BIM PxP, the required BIM outputs allowing for this integration will be determined. If the Facility Data integration with the computer aided facility management software fails because of the BIMs non-compliance with the provisions of the agreement between

County and the External Project Team member, or the data imported does not accurately reflect the current state of the Project, the External Project Team member will be required to correct the work at no additional cost to the owner or delay to the Project Schedule.

2.3 Non-BIM/CADD Graphic Format:

2.3.1 Provide digital photography files and other miscellaneous graphics in High Resolution JPEG, PDF in 600 dots per inch (dpi) or higher resolution or PNG format. Provide RAW files when available.

2.4 Non-Graphic Format:

2.4.1 Provide word processing files in Microsoft Word 2016 or higher compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.

2.4.2 Provide spreadsheet files in Microsoft Excel 2016 or higher for windows compatible file formats including all fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing.

2.4.3 Provide database files in relational database format compatible with Microsoft Access 2016 or higher, PDF or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bitmap and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

2.5 Delivery Media and Format:

2.5.1 Submit copies of all BIM/CADD data and other electronic files developed under this contract on electronic digital media as required for project phase submittals to 400 dots per inch (dpi) resolution.

2.5.2 Provide electronic digital data and files on labeled ISO-9660 CD-ROM., DVD's, Flash drives or other acceptable alternatives if approved by the Contract Administrator. Each device or disc shall contain identifying County project information in their disk name.

2.5.3 The electronic digital media shall be in the format which can be read and processed by the Contract Administrator's target CADD or BIM system. See also Section 2.2.

2.5.4 The external label or archival case for each electronic digital media shall contain, as a minimum, the following information:

- a. The Project Number, Project Title and date.

- b. The Facility Name
- c. The format and version of operating system software.
- d. The name and version of utility software used for preparation (e.g., compression/decompression) and copying files to the media.
- e. A list of the filenames, (a separate sheet will be accepted).

2.5.5 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

- a. Ensure that drawing sheets, viewports, paper-space, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.
- b. Make sure all reference files are attached using a "relative" path setting and without device or directory specifications.
- c. Transmit function should be used in AutoCAD to assemble files for submittal. For each 2D drawing, provide one bound file containing drawing sheet with associated XREFs and one un-bound file containing the associated XREFs.
- d. Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator. If the file compression/decompression software is different from that specified above, then an electronic digital media copy of the file compression/decompression software shall be purchased for the Contract Administrator and provided with the delivery media.
- e. Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition). All blocks not provided as Contract Administrator-furnished materials must be provided as a part of the electronic digital deliverables.
- f. Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.
- g. Document any fonts, tables, or other similar customized drawing element developed by Consultant or not provided among Contract Administrator-furnished materials. Contractor shall obtain Contract Administrator approval before using anything other than Contract Administrator's standard fonts, line types, tables, blocks, or other drawing elements available from Contract Administrator.
- h. Include any standard sheets (i.e., abbreviation sheets, standard symbol sheets, or other listing) necessary for a complete project.
- i. Check completed files are free of any known viruses or unrequired attachments.

2.6 Drawing Development Documentation:

2.6.1 Provide the following information for each finished drawing in the nonplot layer X****-NPLT:

- a. How the data were input (e.g., keyed in, downloaded from a survey total station instrument (include name and model), and other identification data).
- b. Brief drawing development history (e.g., date started, modification date(s) with brief description of item(s) modified, author's name, and other identifying data.).
- c. The names of the reference, blocks, symbols, details, tables, and schedule files required for the finished drawing.
- d. Layer assignments and lock settings.
- e. Text fonts, line styles/types used, and pen settings.

2.7 Submittals / Deliverables:

2.7.1 Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.

2.7.2 Submit electronic media with a transmittal letter containing, as a minimum, the following information:

- a. The information included on the external label of each media unit (e.g., CD, DVD, flash drive, etc.), along with the total number being delivered, and a list of the names and issue dates of all files on the media.
- b. Brief instructions for transferring the files from the media.
- c. Confirm that all delivery media is free of known computer viruses. A statement including the name(s) and release date(s) of the virus-scanning software used to analyze the delivery media, the date the virus-scan was performed, and the operator's name shall also be included with the certification. The release or version date of the virus-scanning software shall be the current version that has detected the latest known viruses at the time of delivery of the digital media.
- d. The following "Plot File Development and Project Documentation Information" as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal:
 1. List of all new figures, symbols, tables, schedules, details, and other blocks created for the project, which were not provided to Consultant with the Contract Administrator-furnished materials, and any associated properties.
 2. List of all database files associated with each drawing, as well as a description and documentation of the database format and schema design.
 3. Recommended modifications which will be necessary to make the data available for GIS use.

2.7.3 Prime Contractors are responsible for ensuring that the Digital Deliverables prepared by their Subcontractors or Subconsultants comply with the standards and policies outlined in this document.

2.8 Ownership:

2.8.1 County has ownership and all rights to all finished or unfinished digital deliverables developed for this Project. Any digital deliverables generated under any County

Consulting or Construction Agreements or Contracts, including those generated by the External Project Team Members' Subcontractors or Subconsultants, shall become the property of County. County will have unlimited use of the digital deliverables produced for the Project. County acknowledges that the digital deliverables are an instrument of service of the external project team member and that the author of the digital deliverable does not represent or guarantee that the digital deliverable will be useful to County for any purposes beyond those uses that they were authored.

2.8.2 County will have unlimited rights under the Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Contract Administrator and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.

2.8.3 Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from author except where otherwise limited within the Contract.

2.8.4 The Contract Administrator will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

2.8.5 All text, electronic digital files, data, and other products generated under this contract shall become the property of County except where otherwise limited within the Contract.

2.9 Contract Administrator-Furnished Materials to the Construction Contractor:

2.9.1 The Contract Administrator and Consultant may make various electronic information available to the Contractor during the Pre-Construction and Construction phases of the Project. To this end, Consultant shall make the following information available to the Contractor in electronic format:

- a. Work-files: Selected work product files, copies of BIM and/or CAD files, reports, spreadsheets, databases, specifications, drawings and other documentation of Consultant's work in progress may be provided to the Contractor, Managing General Contractor, or other County consultant on an as required basis. Consultant shall cooperate and facilitate the secure exchange of these electronic media documents.
- b. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media conforming to Section 2.2 of this Attachment.
- c. Where Electronic Project Record Documents are required, Consultant will provide the Contractor one set of contract drawings in an electronic file format conforming to Section 2.2 of this Attachment, to be used for as-constructed drawing markups

at the Contractor's option. Make electronic file drawings available on media in conformance with Section 2.5 of this Attachment.

2.10 Other Digital Information:

2.10.1 A variety of digital information may be generated by participants in the design process including the Contract Administrator, Consultant, Subconsultants, Contractor, subcontractors, the Contract Administrator's commissioning authority, local jurisdictional authorities and other project team members.

2.10.2 Consultant shall facilitate and participate in this digital exchange of information by conforming to the standards expressed above and as further described in Attachments.

Section 3 BIM/CADD Standards of Care

3.1 General Provisions:

3.1.1 The Model(s) shall be developed to include the systems described below as they would be built, the processes of installing them, and to reflect final As-Constructed construction conditions. The deliverable 3D Model at all phases shall be developed to include as many of the systems described below as are necessary and appropriate to the design/construction stage. The BIM shall be provided in an editable form and from its inception shall include automatic model positioning using a common reference point (Point of Origin), based on "Florida State Plane Coordinates" derived from the project survey.

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

3.1.3 Provide all Building Information Modeling (BIM) for Space Management and Program Validation in conformance to the General Service Administration's (GSA) "Building Information Modeling Guide 02 -Spatial Program Validation," dated May 21, 2015 or later. Provide space identification, charts and information in conformance with this Guide.

3.1.4 The parties shall utilize the appropriate Levels of Development (LOD) described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project.

3.1.5 The following Level of Development (LOD) descriptions are summaries of Level Of Development Specification for Building Information Models as developed by BIMForum. (<http://bimforum.org/lod>), current edition (2017 or later). **Each subsequent LOD builds on the previous level and includes all the characteristics of previous levels.** See also

“Section 5 BIM Model Progression Schedule” for examples and graphic descriptions of Levels of Development. The following list is a simplified summary of the adopted Levels of Development:

- **LOD 100** elements are not geometric presentations. They may be symbols or other generic representations of information that can be derived from other model elements. Any information derived from LOD 100 elements must be considered approximate.
- **LOD 200** elements are represented graphically but are generic placeholders, e.g., volume, quantity, location, or orientation. Any information derived from LOD 200 elements must be considered approximate.
- **LOD 300** elements are graphically represented as specific systems, objects, or assemblies from which quantity, shape, size, location, and orientation can be measured directly, without having to refer to non-modeled information such as notes or dimension callouts.
- **LOD 350** elements are enhanced beyond LOD 300 by the addition of information regarding interfaces with other building systems. For example, an LOD 350 masonry wall element would include jamb conditions, bond beams, grouted cells, dowel locations, and joints – information that enables the model user to coordinate the wall element with other systems in the structure.
- **LOD 400** elements are modeled at sufficient detail and accuracy for fabrication of the represented component.

NOTE - County and the LOD Specification do not address **LOD 500** since that LOD relates to field verification and is not an indication of progression to a higher level of geometry or information.

3.1.6 The parties shall utilize the appropriate Levels of Development (LOD) described below in completing the Model, which establishes the required LOD for each Model Element at each phase of the Project. LODs and Model Definition: There is no such thing as an “LOD ### model.” As previously noted, project models at any stage of delivery will invariably contain elements and assemblies at various levels of development. As an example, it is not logical to require an “LOD 200 model” at the completion of the schematic design phase. Instead, the “100% SD Model” will contain modeled elements at LOD 100 as well as various other levels of development. Consultants will be required to submit a LOD Model Progression as part of the Project Execution Plan.

3.2 **Level of Development (LOD) – Expanded Descriptions**

3.2.1 **LOD 100:** (Predesign preferred) and Schematic Design (Basic Services)

- a. **Model Content Requirements:** Overall building massing indicative of area, height, volume, location, and orientation may be modeled in three dimensions or represented by other data.
- b. **Potential Uses:**
 1. **Analysis:** The Model may be analyzed based on volume, all spaces, area,

solar orientation and configuration by application of generalized performance criteria assigned to the representative Model Elements.

2. Cost Estimating: The Model may be used to develop a cost estimate based on current area, volume or similar conceptual estimating techniques (e.g., square feet of floor area, etc.), as opposed to components.
3. Schedule: The Model may be used for project phasing and overall duration.

3.2.2 **LOD 200**: Design Development (Basic Service)

- b. Model Content Requirements: Model Elements are modeled as generalized systems or assemblies with approximate quantities, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements. Partitions and simple furniture models shall be included at this phase.
- c. Potential Uses:
 1. Analysis. The Model may be analyzed for performance of selected systems and orientation by application of generalized performance criteria assigned to the representative Model Elements.
 2. Cost Estimating. The Model may be used to develop cost estimates based on the approximate data provided and conceptual estimating techniques (e.g., volume and quantity of elements or type of system selected).
 3. Schedule. The Model may be used to show ordered, time-scaled appearance of major elements and selected systems.

3.2.3 **LOD 300**: Construction Documents (Basic Service)

- a. Model Content Requirements: Model Elements are modeled as specific assemblies accurate in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.
- b. Facility Management information: Consultant will be required to input all new products installed under the scope of work for this project in conformance with an agreed upon list in OmniClass Table 23 format per Table 1 herein. County and Consultant to meet to refine the scope of the COBie information following issuance of the Schematic Phase NTP.
- c. Potential Uses:

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

 1. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
 2. Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and industry estimating techniques.
 3. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
 4. Clash Detection. The Model may be used to identify architectural and engineering conflicts for primary systems and elements. Areas of study include HVAC ductwork and equipment, structural elements,

above ground plumbing and drainage piping, fire sprinklers and risers.

- 3.2.4 **LOD 350:** Construction (Contractor to provide this LOD as part of its Scope of Work, using the Consultants model unless County elects Consultant to provide as Optional Service)
- a. **Model Content Requirements:** Model Elements are modeled as constructed assemblies, actual and accurate in terms of size, shape, location, quantity, and orientation. Clearances and access requirements to be included in model elements where applicable, (e.g. VAV access, HVAC access panels, equipment door swings, maintenance panel access, etc.). Non-geometric information may also be attached to modeled elements.
 - b. **Facilities Management information:** Consultant to provide complete BIM model(s) to Contractor for its use containing Construction Operations Building Information Exchange (COBIE) standards in conformance with Table 1 herein.
 - c. **Potential Uses:**
 1. **Clash Detection.** The model may be used to coordinate the configuration, installation and positioning of all building elements.
 2. **Facility Management.** The Model may be utilized for maintaining, altering, and adding to the Project. Update and confirm As-Constructed COBie data and Space Management information.
 3. **Analysis.** The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
 4. **Cost Estimating.** The Model may be used to develop cost estimates due to change in project scope based on the specific data provided and estimating techniques.
 5. **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
- 3.2.5 **Detailed BIM Delivery Breakdown for LOD 300 and 350:**
- a. **Architectural/Interior Design.** The Architectural systems Model may vary in level of detail for individual building elements, but at a minimum the model must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
 1. **Spaces.** The Model shall include spaces defining actual net square footage, net volume and holding data to develop the room finish schedule including room names and numbers. Include program information to verify design space against programmed space, using this information to validate area quantities.
 2. **Walls and Curtain Walls.** Each wall shall be depicted to the exact height, length, width, materiality and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations

depicting these design elements.

3. **Doors, Windows and Louvers.** Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.
 4. **Roof.** The Model shall include the roof configuration, drainage system, penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and wall sections where roof design elements are depicted.
 5. **Floors.** The floor slab(s) shall be developed in the Structural Model and then referenced by the Architectural Model.
 6. **Ceilings.** All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and wall sections where ceiling design elements are depicted.
 7. **Vertical Circulation.** All continuous vertical components (i.e., non-structural shafts, architectural stairs, ramps, conveying systems, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.
 8. **Architectural Specialties.** All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and millwork (i.e., cabinetry and counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations, sections and schedules in which such design elements are referenced.
 9. **Signage.** The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.
 10. **Schedules.** Provide door, window, hardware sets using Builders Hardware Manufacturers Association (BHMA) designations, flooring, wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.
- b. **Furniture.** The furniture Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing and have necessary intelligence to produce accurate plans. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Representation of furniture elements is to be 3D. 3D Examples of furniture include, but are not limited to, desks, furniture systems, seating, tables, and office storage. Additional minimum Model requirements include:
1. **Furniture Coordination.** Furniture that makes use of electrical, data or other features shall include the necessary intelligence to produce coordinated documents and data. Models shall be sufficient to enable their use to demonstrate complete furniture mounted electrical and data installation

locations.

- c. **Equipment**. The Model may vary in level of detail for individual elements. Equipment shall be depicted to meet layout and clearance requirements with the necessary intelligence to produce accurate plans and schedules, indicating the configuration, materials, finishes, mechanical, electrical requirements and all other related utilities. Examples of equipment include but are not limited to copiers, printers, refrigerators, ice machines, microwaves, and equipment specifically related to the operations and functions of the facility.
 1. **Schedules**. Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.

- d. **Structural**. The structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include:
 1. **Foundations**. All necessary foundation and/or footing elements, with necessary intelligence to produce accurate plans and elevations.
 2. **Floor Slabs**. Structural floor slabs shall be depicted with all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted. Major penetrations shall include A/C duct chases and pipes larger than 6" dia. only.
 3. **Structural Steel**. All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans, related building/wall sections, and schedules.
 4. **Cast-in-Place Concrete**. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting cast-in-place concrete elements.
 5. **Precast/Tilt-up/CMU**. All walls, columns, beams, including necessary intelligence to produce accurate plans and building/wall sections, depicting such elements.
 6. **Expansion Joints**. Joints shall be accurately depicted.
 7. **Stairs**. All framing members for stair systems, including necessary intelligence to produce accurate plans and building/wall sections depicting stair design elements.
 8. **Shafts and Pits**. All shafts and pits, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.
 9. **Openings and Penetrations**. All major openings and penetrations.

- e. **Mechanical**. The mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include

additional scales as required to show necessary details. Small diameter (less than 3/4" NPS) field-routed piping is not required to be depicted in the Model. Additional minimum Model requirements include:

1. **HVAC.** All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution for supply, return, ventilation and exhaust ducts, control systems, chillers, registers, diffusers, grills, and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules.
 2. **Mechanical Piping.** All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules.
 3. **Equipment Clearances.** All Mechanical equipment clearances shall be modeled for use in interference management and maintenance access requirements.
- f. **Plumbing.** All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. Piping shall include slope requirements.
1. **Equipment Clearances.** All equipment clearances shall be modeled for use in interference management and maintenance access requirements.
- g. **Electrical/Telecommunications/Data.** The electrical and telecommunications systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Small diameter (less than 1" Ø) field-routed conduit is not required to be depicted in the Model unless banks of 3 or more conduits are run on racks. Additional *minimum* Model requirements include:
1. **Interior Electrical Power and Lighting.** All necessary interior electrical components (i.e., lighting, receptacles, special and general-purpose power receptacles, lighting fixtures, panel boards, cable trays and control systems), including necessary intelligence to produce accurate plans, details and schedules. Lighting and power built into furniture/equipment shall be modeled. Whips servicing lighting fixtures are required to be modeled.
 2. **Special Electrical.** All necessary special electrical components (i.e., mass notification, nurse call and other special electrical occupancy sensors, and control systems), including necessary intelligence to produce accurate plans, details and schedules.
 3. **Grounding.** All necessary grounding components (i.e., lightning protection systems, static grounding systems, communications grounding systems, cadweld locations and bonding), including necessary intelligence to produce accurate plans, details and schedules.
 4. **Telecommunications/Data.** All existing and new telecommunications service

- controls and connections, both above ground and underground, with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents.
5. Exterior Building Lighting. All necessary exterior lighting including all lighting fixtures, mounting details, relevant existing and proposed support utility lines and equipment with necessary intelligence to produce accurate plans, details and schedules.
 6. Exterior Electrical Equipment. All new transformers, pads, disconnects, site power receptacles, photocells, with necessary intelligence to produce accurate plans and details.
 7. Photovoltaic Panel Systems. Panels, transformers, inverters, fuses, switches, disconnects, communication panels and all underground conduit 1-1/2" or larger in diameter, with necessary intelligence to produce accurate plans and details.
 8. Electric Car Charging Stations. All new charging stations and conduit to point of power connection, including devices and disconnects, with necessary intelligence to produce accurate plans and details.
 9. Equipment Clearances. All electrical equipment clearances shall be modeled for use in interference management and maintenance access requirements.
- h. **Fire Protection**. The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. All fire protection piping should be modeled. Additional minimum Model requirements include:
1. Fire Alarms. Fire alarm/mass notification devices and detection systems, audible and visual, shall be indicated with necessary intelligence to produce accurate plans depicting them.
 2. Fire Protection System. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules, including necessary intelligence to produce accurate plans, details and schedules.
 3. Exterior Fire Protection elements. All fire hydrants, fire department connections, valves and fire line piping shall be indicated with necessary intelligence to produce accurate plans depicting them on drawings.
- i. **Security**. The security system Model may vary in level of detail for individual elements, but at a minimum must include all devices and components that would be included on a quarter inch (1/4" = 1'-0") scaled drawing. Where applicable and as required for construction documents, the model, or host platform will include additional scales as required to show necessary details. Additional minimum Model requirements include, but not limited to:
1. Closed Circuit Television (CCTV). Security cameras, devices, components, and

- detection systems shall be indicated with necessary intelligence to produce accurate plans depicting them on drawings.
2. **Emergency Notification systems.** All relevant security protection components (i.e. panic buttons, card readers, door controls, monitoring stations, security computer room, room/ corridor sensors, audible/visible annunciators, and security control panels) with necessary intelligence to produce accurate plans depicting the system(s).
 3. **Burglar alarm systems.** Building security including motion detectors, glass-break sensors, audible devices, and other intrusion detection devices as well control system for above shall be indicated on plans.
 4. **Public address system.** Speakers, zone control reflected on plan.
 5. **Low-voltage systems.** Various systems for communication, or customer services including Wi-Fi, FIBS/BIDS boards, phone chargers, lighting, Public Art, induction systems, wayfinding, solar PV, wind, and other systems.
 6. **Bi-Directional Antenna system (BDA).** – Antennas, trunk lines, branch line, control boxes, repeaters, emergency or redundant power sources, primary interface components, & home run room.
 7. **Distributed Antenna system (DAS).** Antennas, splitters, feeders, nodes, headend and other distribution system and signal source equipment.
 8. **Public Address system (PA).** Speakers, amplifiers, microphone locations and backbone.
- j. **Conveying Systems.** The conveying systems models should indicate primary equipment, all necessary plumbing piping, electrical panels, fixture layouts and other related equipment, that would appear on a quarter inch ($\frac{1}{4}'' = 1'-0''$) scaled drawing. Clearly indicate equipment clearances.
1. **Elevator Equipment.** All necessary equipment and control systems, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements. Provide indicators and call buttons.
 2. **Escalator and other Conveyance Equipment.** All relevant components of the escalator/conveyance system including accurate modeling of stair tread, size and placement. Indicate areas where 6'-8" clear headroom exists below the finished escalator if applicable.
- k. **Landscape.** The Landscape Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch ($\frac{1}{4}'' = 1'-0''$) scaled drawing and have necessary intelligence to produce accurate plans. Representation of Landscape elements is to be diagrammatic. Examples of landscape material include but are not limited to trees and shrubs.
1. **Irrigation system.** Primary components, including pumps, wells, control valves, timers and main and secondary piping, (1-1/4" in size and above).
 2. **Site Elements.** Benches, Bike Racks, Postal Equipment and Trash Receptacles.
- l. **Civil.** The Civil Model may vary in level of detail for individual elements, but at a

minimum must include all features that would be included on a one inch (1" = 100' to 1" = 20') scaled drawing. Additional *minimum* Model requirements include:

- m. Terrain (DTM). All relevant site conditions and proposed grading, including necessary intelligence to produce accurate Project site topographical plans and cross sections.
- n. Drainage. All existing and new drainage piping and structures including upgrades thereto, including necessary intelligence to produce accurate plans and profiles for the Project site.
- o. Cisterns. All new above or below ground water storage structures, pumps, filters, treatment equipment, backflow preventers, rainwater leaders, overflow piping, automatic and manual shutoffs or valves and supply piping to the rainwater's intended use.
- p. Storm Water and Sanitary Sewers. All existing and new sewer structures and piping, cleanouts including upgrades thereto, with necessary connections to mains or other distribution points as appropriate, including necessary intelligence to produce accurate plans and profiles.
- q. Potable Water. All new water piping to the building, meters, backflow preventers, valves, distribution and access boxes, including interconnection to cistern makeup water connections.
- r. Utilities. All necessary new utilities connections from the Project building(s) to the existing or newly created utilities, and all existing above ground and underground utility conduits, including necessary intelligence to produce accurate plans and site-sections.
- s. Roads and Parking. All necessary roadways, parking lots, and parking structures, light poles, including necessary intelligence to produce accurate plans, profiles and cross-sections.
- t. Sidewalks and Paths. All concrete, paver, asphalt, rubber, synthetic turf or other permanent material used for activity areas, pedestrian walkways and bicycle paths.
- u. **Potential Uses:**
 - a. Suitable for the generation of traditional construction documents and shop drawings.
 - b. Analysis. The Model may be analyzed for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
 - c. Cost Estimating. The Model may be used to develop cost estimates based on the specific data provided and conceptual estimating techniques.
 - d. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.

3.2.6 **LOD 400**: BIM for Fabrication. (Optional Service).

- a. Model Content Requirements. Model Elements are modeled as specific assemblies that are accurate in terms of size, shape, location, quantity, and

orientation with complete fabrication, assembly, and detailing information. Non-geometric information may also be attached to Model Elements.

b. Potential Uses:

1. Construction. Model Elements are virtual representations of the proposed element and are suitable for construction.
2. Analysis. The Model may be analyzed for performance of approved selected systems based on specific Model Elements.
3. Cost Estimating. Costs are based on the actual cost of specific elements at buyout.
4. Schedule. The Model may be used to show ordered, time-scaled appearance of detailed specific elements and systems including construction means and methods.

3.3 **BIM for Facility Management**

3.3.1 BIMs shall be provided by Contractor or Managing General Contractor (MGC). Contractor or MGC shall submit an As Constructed BIM to the A/E Consultant demonstrating the successful extraction and validation of COBie in Excel format for building operations, maintenance and management.

3.4 **As-Constructed Model Content Requirements**

- a. Model Content Requirements. Contractor shall model Elements as constructed assemblies, actual and accurate in terms of size, shape, location, quantity, and orientation. Non-geometric information may also be attached to modeled elements. Facilities Management/CAFM data completed with all requested information developed to County required Construction Operations Building Information Exchange (COBIE) standards. A model that accurately depicts rooms, names, uses, final room numbering, sizes and identifiers for on-going space management of the completed facility.
- b. Potential Uses:
 1. Facility & Construction Management. The Model may be utilized for maintaining, altering, and adding to the Project and generating reports.
 2. Project Record Documents. As-Constructed data accurately portrayed in the BIM model for future reference and reuse.

3.5 **COBie Data**

- a. **Within 30 days from the issuance of the Notice To Proceed (NTP) for Schematic Design**, the County and Consultant shall finalize and select items from the following OmniClass 23 table to establish the basis of COBie elements that need maintenance, to be tracked and delivered in the completed model.

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

23-21	Furnishings, Fixtures and Equipment Products
23-23	Conveying Systems and Material Handling Products
23-27	General Facility Services Products
23-29	Facility and Occupant Protection Products
23-31	Plumbing Specific Products and Equipment
23-33	HVAC Specific Products and Equipment
23-35	Electrical and Lighting Specific Products and Equipment
23-37	Information and Communication Specific Products and Equipment

Table 1.0 – Selected Excerpt from OmniClass Table 23

3.6 BIM Project Execution Plan (BIM PxP or PxP)

3.6.1 The BIM PxP template is included in this Attachment 2, as “Section 4 - Project Execution Plan (BIM PxP). The Consultants BIM PxP Coordinator for the Project has the responsibility of documenting the Project Execution Plan (PxP), gathering the required information from the External Project Team, scheduling and leading the PxP meetings and establishing and implementing protocols for revisions and sharing the PxP

3.6.2 The development of the PxP is a collaborative effort by all members of the Project team and will be reviewed and updated in meetings specifically scheduled for this purpose. All members of the Project team are required to submit initial information for their scope to the designated PxP Coordinator within 15 calendar days of commencing work. At a minimum PxP meetings shall be conducted at the end of each project phase and a revised PxP shall be issued to County and the External Project Team. A record PxP shall be provided to the owner at handover including all updated requirements.

3.6.3 The PxP is subject to review and approval by County at each project phase.

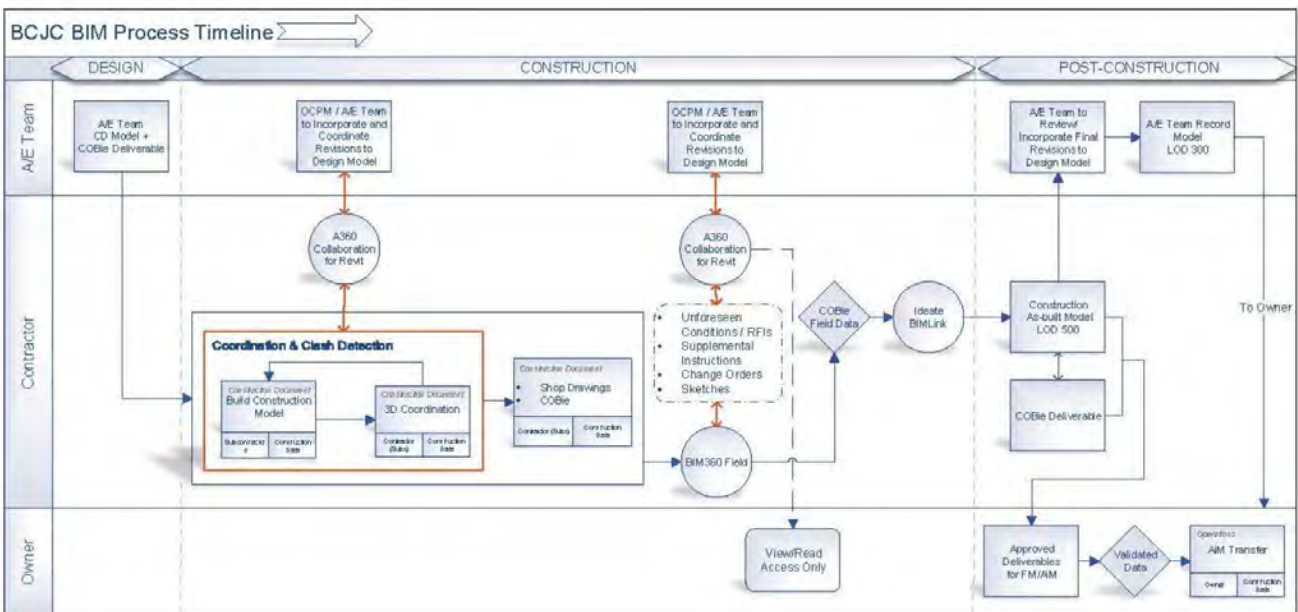
3.6.4 The design & construction teams shall submit a written BIM PxP using the attached template, subject to review and written approval by County prior to proceeding with the process. The BIM PxP will outline all methods and procedures for collaboration between the design and construction teams as well as coordination of VDC/BIM efforts of the subcontractors. The Contract Administrator, Consultant, Contractor and all sub-consultants and subcontractors engaged in the BIM process will sign agreement to adhere to the BIM Project Execution Plan.

3.6.5 The BIM Project Execution Plan shall include as a minimum:

- a. Project Information
- b. Key Project Contacts
- c. Project VDC / BIM Uses
- d. Organizational Roles and Staffing
- e. VDC / BIM Process for preconstruction, construction and handover
- f. BIM Information Exchanges
- g. BIM and Facility Data Requirements
- h. Collaboration and coordination procedures

- i. Quality Control
- j. Technological Infrastructure Needs
- k. A Model Progression Schedule identifying LODs and Authors for each category of model (built) element.
- l. Clash detection approach
- m. Cost estimating level
- n. BIM Deliverables
- o. Signature approval page

3.6.6 A BIM Process Flow Chart provides a graphic visualization of the processes and approval points to be used during the life of the project. The County encourages the development of this chart as an effective practice and communication tool. An example BIM Flow Chart is provided below:



3.6.7 To promote efficiency and continuity, the 2D construction documents must be extracted directly from the Design Model and both the BIMs and the 2D Deliverables will be integral parts of the contract documents. Two dimensional (2D) details, enlargements, General Notes, externally generated Schedules, and specifications will take precedence over the Design Models.

3.7 BIM Uses

3.7.1 County has identified the Required, Preferred and Optional BIM uses as it relates to this project. The County acknowledges that Design and Construction Consultants will work together to achieve these Uses. Implementation of these uses and timing are to be documented and explained by the Consultant in the BIM PxP, Section E. Roles and Responsibilities.

3.7.2 The County's typical BIM Uses for New Construction Projects are as follows:

County Typical BIM Use - New Construction	
BIM Use	County Intent
3D Coordination / Conflict Analysis	Required
As Constructed Model	Required
Asset Management	Required
CIM / Subsurface	Required
Constructability/Peer Review	Required
Design 4 Maintenance (D4M)	Required
Design Authoring	Required
Design Reviews	Required
Existing Conditions Modeling	Required
Facility Data Exchange	Required
Owner Approvals	Required
QA/QC	Required
Record Modeling	Required
Site Utilization Planning	Required
Spatial Analysis	Required
Visualization	Required
Commissioning	Preferred
Cost Estimation	Preferred
Energy / Mechanical Analysis	Preferred
Programming	Preferred
Program / Code Validation	Preferred
Quantity Take-Off	Preferred
Site Analysis	Preferred
Space Management / Tracking	Preferred
Structural Analysis	Preferred
Sustainability / LEED	Preferred
Total Cost Of Ownership	Preferred
BIM2field - Digital Layout	Optional
Building Maintenance Scheduling	Optional
Building System Analysis	Optional
Code Analysis	Optional
Construction System Design	Optional
Digital Fabrication	Optional
Disaster Planning	Optional
Electrical Analysis	Optional

BIM Use	County Intent
Field and Material Tracking	Optional
Laser Scanning	Optional
Lighting Analysis	Optional
Pay Applications	Optional
Phase Planning 4D	Optional
Security / Key Management	Optional
Specification Production	Optional

3.8 **3D Coordination and Conflict Analysis**

3.8.1 The Design Team shall use BIM to employ a managed approach to advanced collaborative reviews, including automated element collision detection using software such as Autodesk Navisworks and model checkers such as Solibri by Nemetschek. By coordinating BIM data during the design phases, this can reduce the number of potential major conflicts that might arise during the construction phase.

3.8.2 This approach is not meant to replace the traditional quality control process, or the early airspace zone MEP strategy approach used by the project team and participating consultants but will enhance the ability of the project team to visualize the design and detect interferences between discipline components.

3.8.3 Consultant Team Coordination

- a. The Design Team shall produce a design in which all MEP/FP systems fit within the intended spaces provided, including necessary and required clearances, egress zones, and access zones. To help achieve this goal, the Design Team shall have a formal 3D spatial analysis and clash resolution process that forms the backbone of the QA/QC process. The spatial analysis and clash resolution process shall include regularly scheduled clash review meetings and the use of software tools to analyze and resolve clashes.
- b. County does not expect a completely “clash-free” design, however County expects a design that has been spatially analyzed and validated such that all systems are constructible within the space designed.
- c. Clash reports will be required at project milestone deliverables for both Design and Construction.
- d. Utilities coordination & invert elevations

3.8.4 Contractor Team Coordination

- a. Contractor shall carry out clash detection analysis and complete preliminary virtual design and construction (VDC) activities as part of the Constructability Reviews.
- b. Weekly, the CM shall conduct coordination meetings with each Contractor, Subcontractor, PM, County and Consultant Team as needed.

- c. The CM shall prepare clash detection reports and distribute minutes/ reports to all attendees.

3.9 **Model Content Requirements**

3.9.1 A Model Progression Schedule/Agent Responsibility Matrix (MPS) shall be used as a tool to help Model Contributors throughout the Design, Construction and Operation phases understand what should be included in the BIMs when at each project milestone.

- a. The Construction Models should reflect the exact geometric properties of the materials and/or systems being submitted. These models should reflect the exact material properties and performance data.
- b. It is the responsibility of the Design and Construction Team to use the MPS as part of the BIM PxP or JBIM PxP to establish how they progressively reach the County's expectations.
- c. See also Section 4 - BIM Project Execution Plan and Section 5 - Model Progression Schedule/Agent Responsibility Matrix templates for additional required information.

3.10 **Shop Drawings, Sleeve Drawings and Fabrication**

3.10.1 Shop Drawings shall be produced directly from the construction BIMs. No parallel 2D process will be accepted

- a. Sleeve Drawings -Sleeve drawings for cast-in-place or precast systems shall be produced after BIM Coordination is completed for the area of construction requiring the sleeve drawings.
- b. Fabrication & Preassembly -Whenever possible the Cont Team shall use the Construction BIMs to fabricate or preassemble their systems.

3.11 **BIM in the field for Installation**

3.11.1 The Contractor shall take measures to assure that what is being installed at the field is what was agreed upon on the Coordinated Federated Construction BIM. Any deviations must be documented as updates to the BIMs and the party responsible for resulting conflicts will be liable for costs associated with such deviations.

3.12 **Submittals**

3.12.1 Upon Substantial Completion, BIM files shall be submitted to County, and shall be cleaned of extraneous "scrap" or "working space", stories, abandoned designs, object creation and testing places, and other content which is typically produced in or during BIM construction coordination.

- a. The Contractor shall be responsible for providing the County an As-Constructed Model that includes all building systems. The Model shall be coordinated and "clash free" except as noted.

- b. Contractor shall provide a native file of the final As-Constructed Model for building systems used in the multi-discipline coordination process (version as agreed in BIM PxP)
- c. Contractor shall identify native file formats used in the final As-Constructed Model for building systems for the multi-discipline coordination process (version as agreed in BIM PxP)
- d. Contractor shall provide IFC files (ISO 16739) of As-Constructed models (version as agreed in BIM PxP)
- e. Contractor shall provide COBie / data compliant file containing room and product data information (version as agreed in BIM PxP)

3.12.2 County will not accept BIM files that have become un-useable, or too memory or C.P.U. intensive for normal use . Proper care shall be taken to strip all BIMs of any and all miscellaneous files that are not directly part of the BIMs. The BIM Compliance Checklist, shown below, is required to be submitted with each BIM Deliverable as part of the QA/QC process and to show compliance.

BIM Compliance Checklist	
Description	Y / N
Detach all BIM's from the Central File.	
Ensure the proper and updated completion of all information on the 'Start Screen' page for all Revit models.	
Scrub and remove all unused or alternative versions, elements and objects from the model.	
Ensure that drawing sheets, viewports, paper-space, line weights, fonts, and other drawing components are correctly configured for Contract Administrator's viewing and plotting.	
Make sure all reference files are attached using a "relative" path setting and without device or directory specifications.	
"Transmit a Model" function should be used in Revit to assemble files for submittal.	
Compress and reduce all design files using PKZIP, WINZIP or other compatible file compression/decompression software approved by the Contract Administrator.	
Include all files, both graphic and non-graphic, required for the project (i.e., color tables, pen tables, font libraries, block libraries, user command files, plot files, and other elements of drawing definition).	
Ensure that all support files such as those listed above are in the same directory and that references to those files do not include device or directory specifications.	
Model content is representative of their discipline developments according to the MPS.	
Model file name and folder structure conforms to County Standards.	
All annotations and title blocks are per the County standards.	
All floor plans types have been created for each floor or mezzanine in the project model.	
All schedules are populated with all the required data for the project.	
The model is correctly assembled as per visual inspection.	

BIM Compliance Checklist

The color code for Federated BIMs conforms to County Standards.	
All the model contents are correctly placed per their element categorization in the correct work set and conform to standards.	
All non-transmittal linked-in files (CAD/Revit) have been removed from the model.	
All non-required views / legends / schedules / sheets / images have been removed from the model.	
Unwanted Design Options have been removed from the model (applicable for Contract Document Phase through Project completion and handover).	
All unnecessary groups have been removed from the model. All groups used to model the building have been ungrouped and purged from the deliverables to reduce the file size of the model.	
As a last step, the model has been purged (repeat the process three times -- materials are only removed after the parent object has been removed). This will reduce the file size.	
3D Solids Check – No wireframe or lines are accepted. Surface modeling shall be reserved for Topography modeling only. Other use of surface modeling shall require prior approval by County.	
Errors or Warnings - check that there are not any generated within the BIM Authoring software. It is the Design & Construction Teams' responsibility to ensure BIM quality and data integrity.	
Model Elements are not duplicated. i.e. Columns in both Architectural and Structural models.	
Objects are correctly defined under the proper Revit Family Category and sub-category.	
Check completed files are free of any known viruses or unrequired attachments.	

3.13 **Responsibilities Related to the Final Record BIM**

3.13.1 Design Team Responsibilities

- a. The Design Team will update the Architectural and Structural Design Models as changes occur throughout the construction phase, incorporating all updates and/or revisions to the models as necessary to reflect design changes initiated by Architect's Supplemental Instructions (ASI), Request for Information (RFI), Conformed Documents, Construction Change Directives, Owner Changes, coordination with existing conditions or other changes to the work.

3.13.2 Construction Team Responsibilities

- a. During the construction phase, and while the work is still visible, the Construction Team will maintain "red-line" As-Constructed drawings or demonstrate regular updates to the BIM models during the progress of the work.
- b. In preparation for Substantial Completion, the Contractor Team will:
 1. Make all necessary final updates and/or revisions to the models to reflect the As-Constructed information to the tolerance specified in the Standard or agreed upon in the BIM PxP. It is the responsibility of each subcontractor to

- keep accurate “red-line” markups and records from the field in order to produce accurate As-Constructed models and drawings.
2. Final updates to material/equipment data and properties where installations differ from the “basis of design” included in the Design Team Models.
 3. Incorporation or linking of certain close-out documents to the Federated Model (as agreed in BIM PXP).
- c. All model updates by the Construction Team shall be complete one (1) week prior to Final Completion at which time all the required close out BIM deliverables shall be transmitted to the Consultant for review and to be incorporated with the updated Design Models to create the Record Model deliverable. (as agreed in BIM PXP).

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**BIM PROJECT EXECUTION PLAN
(BIM PxP)**

FOR

Insert Project Name Here in Black Font

DEVELOPED BY

**Broward County - Construction Management Division
(County)**

This template is a required tool that is provided to assist in the development of a BIM Project Execution Plan (BIM PxP) as required by Contract.

Consultants and Contractors are required to "Track" changes when editing this document so BROWARD COUNTY - CONSTRUCTION MANAGEMENT DIVISION (County) can review and accept any additions and modifications as part of the review process.

BIM PROJECT EXECUTION PLAN

FOR

Insert Project Name Here in Black font

BIM PxP Table of Contents

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Introduction

This template exists to document the decisions made by the Design and Construction Teams working through the BIM process. To successfully implement BIM on both the project and organizational levels, Broward County Construction Management Division has developed this BIM Project Execution Plan (BIM PxP) to improve accuracy and consistency of BIM deliverables. This plan will delineate roles and responsibilities while detailing BIM scope of information to be shared that is relevant to the BIM project process. The document is intended to cover both model creation and data integration.

Instructions

Submission Schedule

The Design and Construction Teams are required to submit a completed BIM PxP within 30 days of their contract execution. This plan shall identify the entire project team including consulting engineers, specialty consultants and contractors. The BIM PxP should be considered a living document and maintained and updated throughout the project.

Please note: Instructions and examples to assist with the completion of this guide are displayed in italicized blue font. The text can and should be modified to suit the needs of the organization filling out the template. If modified, the format of the text should be changed to match the rest of the document (non- italicized and in black, 12-point, Calibri font typical) and “tracked changes” shall be submitted in electronic form for Broward County Construction Management Division review and approval.

The overall section headings of this template shall remain, but the BIM PxP Coordinator may propose any other changes or additions to this template including expansion of the content of the sections and additional sections and attachments. Changes & additions shall be agreed to by the project team and submitted to Broward County Construction Management Division for approval.

This BIM PxP document is based on the National BIM Standard-United States™ Version 3 and the Pennsylvania State University BIM Project Execution Plan Version 2.0 and customized for Broward County Construction Management Division.

Section A: BIM Project Execution Plan Overview

The Broward County Construction Management Division requires the use of Building Information Modeling (BIM) as a tool in the planning, design, construction and operation of our facilities worldwide. A well-executed BIM project facilitates the collaboration and communication between the owner, the design team and the construction team in order to best meet the project's goals.

The purpose of this process change is to ensure maximum benefit from our assets by improving the building's design and construction, reduce the total cost and time of delivery and improve operations and management after handover. BIM allows for a more complete, efficient, iterative design and construction process. The clearest benefits are the enhanced visualization of the project at all stages of development, the creation of higher quality design and construction deliverables and the reduction of construction coordination conflicts in the field. At the end of construction, the Building Information Models serve as rich databases of digital data captured during design and construction about the building's assets. This single centralized source of information is invaluable to the Facilities Department for the on-going operations and management of the building to ensure our facilities are sustainable and resilient.

To successfully implement Building Information Modeling (BIM) on a project, the project team has developed this detailed template BIM Project Execution Plan.

INSERT ADDITIONAL INFORMATION HERE IF APPLICABLE.

With the help of the project team, develop a brief mission statement here that will give an overview of BIM objectives that are specific to this project. This can be developed at a collaborative brainstorming session at the first BIM PxP meeting. Extensive additional information can be included as an attachment to this document.

Section B: Project Information

This section defines basic project reference information and determined project milestones

1. Client Name: Broward County Construction Management Division
2. Project Name:
3. Project Location and Address:
4. Contract Type / Delivery Method: Managing General Contractor (MGC)
5. Brief Project Description:
6. Additional Project Information: none
7. Project Identification Numbers: *Please complete table below*

Team Member	Project Number
Broward County Construction Management Division	
Architect of Record	
MEP Engineers	
Structural Engineer	
Landscape Architect	
Civil Engineer	
Contractor	

Section C: Delivery Strategy

Delivery and Contracting Strategy for the project:

This section is useful primarily when design delivery methods are being utilized that involve early collaboration of the design and construction teams (IPD, Design Assist, etc.). List the Project Delivery strategy for the project below (Design-Bid-Build, CM at Risk, IPD, Design Assist, etc.).

Please note what additional measures need to be taken to successfully use BIM with the selected delivery method and contract type?

Section C.1 - Project Schedule / Phases / Milestones:

In coordination with the project schedule, include BIM milestones, pre-design activities, major design reviews, stakeholder reviews and any other major events which occur during the project lifecycle.

Project Phase / Milestone	Estimated Start Date	Estimated Completion Date	Project Stakeholders Involved
Notice to Proceed			
BIM PxP Kick-off			
Programming			
County Review & Comments			
Design Team Review & Resubmit			
Schematic Design			
County Review & Comments			
Design Team Review & Resubmit			
Design Development			
County Review & Comments			
Design Team Review & Resubmit			
50% CD's			
County Review & Comments			
Design Team Review & Resubmit			
___% CD's			
County Review & Comments			
Design Team Review & Resubmit			
100% CD's			
County Review & Comments			

Project Phase / Milestone	Estimated Start Date	Estimated Completion Date	Project Stakeholders Involved
Design Team Review & Resubmit			
Award / Permit			
Pre-Construction			
Project Coordination Kickoff			
Underground Coordination			
Site Coordination			
Building Exterior Coordination			
Building Interior Coordination (First Floor)			
Building Roof Coordination			
Coordination Sign-Off			

Section C.2 - Project Deliverables

In this section, please check off the BIM Deliverables from Consultant and Contractor on the appropriate tables below that are relevant for this project. Note any and all deviations to these required deliverables below.

Schedule of Deliverables to Broward County Construction Management Division				
CONSULTING ARCHITECTURE AND ENGINEERING TEAM				
Phase	Deliverable	Include Y/N	Due	File Type
Contract Award	BIM PxP		30 days of ATP	Native & PDF
Programming / Feasibility Models	Massing models & Narrative Space & Program Validation Report		Per BIM PxP	Native & IFC & PDF Native & PDF
Planning	Design Models -		Per BIM PxP	Native & IFC (2x3) files
Schematic Design	Design Models -		Per BIM PxP	Native & IFC (2x3) files
Design Development	Existing Conditions Model Design & Analysis Models -		Per BIM PxP	Native & IFC (2x3) files Native & IFC

	Updated BIM PxP Coordination Reports BIM Compliance Checklist			Native & PDF PDF PDF
Construction Documents	Design & Analysis Models 2D documents & Clash Report Updated BIM PxP Coordination Reports BIM Compliance Checklist COBie Data Set - Del 1		Per BIM PxP	Native & IFC (2x3) files PDF Native & PDF PDF PDF COBie2 2.40
Permitting / Conformance	Design Model 2D Documents		Per BIM PxP	Native files PDF
Construction - Approved Submittals	COBie Data Set - Del 2		Per BIM PxP	Native & IFC (2x3) files
Construction- Close-Out Close-Out Close-Out Close-Out Close-Out Close-Out	COBie Data Set - Del 3 COBie Data Set – Final Record Floor Plans Record BIMs Federated Record BIM Coordination Report Record Model Instruction Rpt. Final BIM PxP		Per BIM PxP	COBie2 2.40 COBie2 2.40 DWG Native & IFC (2x3) Native Native & PDF Native & PDF Native & PDF

**Schedule of Deliverables to
Broward County Construction Management
Division**

CONSTRUCTION TEAM				
Phase	Deliverable	Include Y/N	Due	File Type
Contract Award	BIM PxP		Within 30 days	Native & PDF
Pre-Construction	Coordination BIMs BIM Compliance Checklist		Per BIM PxP	
Project Close out	COBie Data Set – Del 3 As-Constructed BIMs BIM Compliance Checklist Coordination Report Federated As-Constructed BIM Final BIM PxP		Per BIM PxP	COBie2 2.40 Native & IFC (2x3) PDF PDF .NWD Native & PDF

Section D: Key Project Contacts

ROLE	CONTACT NAME	ORGANIZATION	EMAIL	PHONE
Owner PM		Broward County CMD		
Owners BIM Manager		Broward County CMD		
BIM PxP Coordinator				
Design Professional's Principal in Charge				
Design Professional's Project Manager				
Design Professional's BIM Manager				
Design Professional's BIM Project Lead				
Consultant's Principal in Charge				
Consultant's Project Manager				
Consultant's BIM Manager				
Consultant's BIM Project Lead (per discipline)				
Contractors PM				
Contractors BIM Manager				
Others				

Section E: Organizational Roles / Staffing

This section should be filled in at the choice of the BIM PxP Coordinator and extended team

BIM Roles and Responsibilities:

Broward County Construction Management Division (CMD): Broward County’s Construction Management Division is responsible for BIM, CAD support, coordination and integration. It is also their responsibility to ensure design and construction document/model compliance with Broward County Construction Management Division Standards while maintaining and facilitating access to record drawings and models.

Describe BIM roles and responsibilities such as BIM Managers, Project Managers, Draftspersons, etc.

Titles	Roles in Design	Roles in Construction
Broward County Construction Management Division	<ul style="list-style-type: none"> • BIM Oversight and Compliance Reviews 	<ul style="list-style-type: none"> • BIM Oversight and Compliance Reviews
Project Manager		
Model Manager		
BIM Coordinator		
Modeler		
COBie Coordinator		

Section F: BIM Uses

Broward County Construction Management Division has developed a BIM Use/Consultant Responsible Matrix for use in the planning and procurement of BIM projects. This matrix defines Broward County Construction Management Division’s priorities for the application of BIM Uses, the responsibilities of the External Team Members, and the phases to which the BIM Uses apply. BIM Uses should only be employed if they offer significant benefit to the Project without compromising cost or schedule.

Insert additional information as needed for this specific project. Items in RED are minimal required by Broward County Construction Management Division.

BIM Use	Consultant Responsible for Implementation	Required Proposed	Plan Design Construct Operate			
			P	D	C	O
Visualization	A & C.	Required	X	X	X	X
Programming						
Site Analysis						
Design Authoring	A, Trades	Required	X	X	X	
Design Reviews	A	Required	X	X		
3D Coordination	A & C.	Required	X	X	X	
Constructability Review	C	Required	X	X		
Structural Analysis						
Lighting Analysis						
Energy Analysis						
Mechanical Analysis						
Other Eng. Analysis						
Sustainability Evaluation						
Design4Maintenance Review	A & C.	Required		X	X	
3D Coordination and Conflict Analysis	A & C.	Required	X	X	X	
Facility Data Exchange	A & C.	Required		X	X	X
Quality Assurance / Quality Control						
Owner Approvals	A	Required	X	X		
Code Validation						
Commissioning						
Site Utilization Planning	A or C.	Required		X	X	
Construction System Design						
Digital Fabrication						
3D Control and Planning						
4D Phase Planning						
5D Cost Estimation						
Quantity Take Off						
BIM2Field						
Laser Scanning						
Point Cloud integration						

Security Key Management						
Building Maintenance Scheduling						
Record Modeling	A	Required		X		
Way finding						
Virtual / Mixed Reality						
As-Constructed Modeling	C	Required			X	
Building System Analysis						
Asset Management	A & C	Required		X	X	X
Space Management / Tracking	A	Required		X	X	X
Disaster Planning						
Existing Conditions Model						

Section G: BIM Process Design

In an attachment, define the BIM Process and Workflows that the External Project Team will be implementing on this project as it relates to the BIM Uses that have been selected and contracted for this project. Define a detailed plan for implementing each BIM Use, define the specific exchanges of information and/or BIMs for each activity, the party responsible for each activity, and when in the schedule of the project it should occur. Process maps like those in the Penn State BIM Execution Plan may be included but are optional.

Section H: Model Progression Schedule / LOD

The template Model Progression Schedule/Agent Responsibility Matrix (MPS) template defining minimum requirements for model handover will be provided by the Project Manager and examples are included and referenced in Section 5 of this Attachment 2. The LOD levels and tolerances in the Handover section of the sample MPS define Broward County Construction Management Division's requirements for the Existing Conditions, As-Constructed and Record BIMs. The External Project Team is to complete and submit a project specific MPS attachment for this project for all project phases as applicable. The columns pertaining to Existing Conditions, As-Constructed Modeling and Record Modeling along with requirements for tolerances and allowable deviations are to be included in the MPS.

The Model Element Rows in Broward County Construction Management Division's template MPS are high level. The rows in the final project MPS may have a higher level of granularity to address the needs of the project and the best practices of the External Project Team.

The executed MPS shall be attached to this BIM PxP.

Section I: BIM and Facility Data Requirements

At a minimum and not limited to, Broward County Construction Management Division will require COBie data sets for all components on the Equipment List per the Construction Documents that require any of the following:

- ✓ Scheduled preventative maintenance i.e. Mechanical, Electrical,
- ✓ Routine maintenance/inspections: i.e. Plumbing
- ✓ Regulatory inspections i.e. life safety related: fire extinguisher, fire dampers, backflow preventers

The list to the right shows a sample Preliminary Asset Type List for Broward County Construction Management Division Projects. This list should be used and further detailed in the BIM PxP Template. The “Products” section of the MPS should track a full list of project items and should be attached to this schedule.

Shown In	BCAD Preliminary Asset Type List	OmniClass - Products Classification - Table 23
ARCH Model	AUTOMATIC EXTERNAL DEFIBRILLATOR (AED)	23-25 21 13
	BAGGAGE HANDLING CONVEYOR	23-23 17 15
	ELEVATOR	23-23 11 11
	ESCALATOR	23-23 11 13
	FIRE DOOR	23-17 11 32
	ICE MACHINE	23-21 21 29
	MOVING WALKWAY	23-23 15 11
	SLIDING DOOR	23-17 11 23
	TICKET COUNTER	23-21 19 15
	WATER COOLER	23-31 31 00
ELECT Model	FIELD CONTROL PANEL	23-35 31 15
	GENERATOR	23-35 11 15
	LINE CONTROL PANEL	23-35 31 15
	MOTOR CONTROL CENTER	23-35 31 23
	MOTOR CONTROL PANEL	23-35 31 15
	VARIABLE FREQUENCY DRIVE	23-35 17 15
	VARIABLE SPEED DRIVE	23-35 17 00
MECH Model	AC UNIT	23-33 39 11
	AIR HANDLER	23-33 25 00
	CHILLER	23-33 21 00
	CONDENSER WATER PUMP	23-27 17 00
	CONDENSING UNIT	23-33 43 00
	COOLING TOWER	23-33 23 00
	EXHAUST FAN	23-33 31 19
	FAN COIL UNITS	23-33 33 11
	FAN POWERED BOX	23-33 41 11
	FAN TERMINAL BOX	23-33 41 11
	FAN VARIABLE VOLUME BOX	23-33 41 11
	OUTSIDE AIR HANDLER UNIT	23-33 25 13
	PACKAGE AIR CONDITIONING UNIT	23-33 39 17
	PRIMARY CHILLED WATER PUMP	23-27 17 00
	ROOF TOP UNIT	23-33 25 17
	SECONDARY CHILLED WATER PUMP	23-27 17 00
	SPLIT SYS CONDENSING UNIT	23-33 43 00
SUPPLY FAN	23-33 31 19	
VARIABLE AIR VOLUME BOX	23-33 41 17	
PLUM Model	AIR COMPRESSOR	23-27 21 00
	CHEMICAL STATION	23-27 55 31
	ELECTRIC HOT WATER BOILER	23-33 11 22
	HEAT EXCHANGER	23-27 23 00
	HEAT PUMPS	23-33 17 00
	HOT WATER PUMP REHEAT	23-27 17 00
	SUMP PUMP	23-27 17 00
	TRASH PUMP	23-27 17 00
WATER CIRCULATING PUMP	23-27 17 00	

These assets types may be found in consultant 3D CAD models with limited information embedded. The information required on these asset types would be manual entered into the COBie deliverable worksheets.

CIVIL	AIR FIELD LIGHTING RUNWAY	N/A
	AIRFIELD BEACON	N/A
	CRASH GATE	23-11 25 15
	CRASH PERIMETER GATE	23-11 25 15
	ENGINEERED MATERIAL ARRESTING SYSTEM - EMAS	N/A
	PEDESTRIAN GATE	23-11 25 15
	PERIMETER GATE	23-11 25 15
CONSULTANT	ABOVE GROUND STORAGE TANK	23-27 29 19
	BAG MEASUREMENT EQUIPMENT	23-23 17 15
	BAGGAGE DIMENSIONER	23-23 17 15
	BAGGAGE HANDLING CAROUSEL	23-23 17 15
	DIESEL FUEL STORAGE TANK	23-27 29 19
	HIGH SPEED DIVERTER	23-23 17 15
	JETWAY	23-23 15 15
	OVER SIZE BAG DOOR	23-23 17 15
SCALE	N/A	

Section J: Collaboration Procedures

Collaboration Strategy:

Provide a brief, general description of how and where the project team will collaborate. Include items such as environmental and equipment requirements, projection capabilities, room size, communication methods, document management and transfer, and record storage, etc.

FILE LOCATION	FILE STRUCTURE/ NAME	FILE TYPE	PASSWORD PROTECT	FILE OWNER	UPDATED
Collaboration SITE: SITE	Root Project Folder	FOLDER	YES	PT Project Mgr.	ONCE
Provide Further Information on Structure of Collaboration Site	Root Project Folder	FOLDER	YES	PMG Project Mgr.	ONCE
Provide Further Information on Structure of Collaboration Site	TBD	RVT	YES	PMG Project Mgr.	WEEKLY

Section J.1 - BIM Meeting Procedures:

There will be several types of collaboration and model review meetings needed for the project, including general progress meetings, design coordination meetings, etc. The following table includes, but is not limited to, some of the types of potential meetings necessary for the project, meeting host(s), required attendees, and required technology. Broward County Construction Management Division understands that these meetings may be in-person, virtual and/ or a combination of both. The following table describes the schedule for coordination meetings, clash detection meetings, and model walkthroughs. Items marked in Red will be REQUIRED.

The meetings listed below reflect typical Broward County Construction Management Division expectations for a project and should be customized for the needs of a project.

MEETING TYPE	DESIGN INTENT MODELS			
	STAGE	FREQUENCY	LOCATION	COMMENTS / PARTICIPANTS
Design Phase BIM Kick-off		1X within 15 days of start of project	On-site	General discussion to make sure all parties are aligned on BIM Requirements

BIM Project Execution Plan Presentation		1X within 30 days of start of project	On-site	BIM PxP Coordinator presents completed BIM PxP to entire team for final sign-off
Design Authoring Coordination Meetings		Weekly	In-Cloud	Coordination and Federation of Design Team Models.
Design Presentations/ Model Walk-throughs		As Needed	On-site	BIM presentations to Project Team for approval and reviews. Geared towards Owner and User Groups.
Design4Maintenance		DD / CD Phases 1X	On-site	BIMs to review equipment maintainability and “soft clash” for clearances.
Data Meeting		DD / CD Phases 1X	In-Cloud / On-site	Review BIMs for data compliance and test import.
Model Handover Meeting		1X	On-site	Meeting to discuss and test interoperability and file exchange.
Design Close-out		2X	On-site	Meeting to finalize Record BIMs and As-Constructed BIMs for close-out.
Construction Phase BIM Kick-off Meeting	STAGE	FREQUENCY	LOCATION	COMMENTS / PARTICIPANTS
Clash / Cord Meetings		Weekly	On-site	General Guidelines for model laying, area, trade sequencing and reserved zones.
Design4Maintenance			In-Cloud / On-site	
Contractor Handover/ Close-out			On-site	BIMs to review equipment maintainability and “soft clash” for clearances.
Contractor Handover/ Close-out			TBD	Meeting to finalize Record BIMs and As-Constructed BIMs for close-out.

Section J.2 - Model Delivery Schedule of Information Exchange for Submission and Approval:

Document the information exchanges and file transfers that will occur on the project. Modify the DISCIPLINE column to match the way that content is segregated into different models on a project.

DISCIPLINE	FILE TYPE	UPLOAD FREQUENCY	DOWNLOAD FREQUENCY
Architectural (Exterior)			
Architectural (Interior)			
Specialty Equipment			
Furniture			
Structural			
Mechanical			
Electrical			
Plumbing			
Fire Protection			
Civil			
Landscape			

Section J.3 - Electronic Communication Procedures:

The following document management issues should be resolved, and a procedure should be defined for each: Permissions / access, File Locations, FTP Site Location(s), File Transfer Protocol, File / Folder Maintenance, etc.

Section K: Quality Control

Overall Strategy for Quality Control:

Describe the strategy to control the quality of the model.

Quality Control Checks: The following checks should be performed to assure quality:

CHECKS	DEFINITION	RESPONSIBLE PARTY	SOFTWARE PROGRAM(S)	FREQUENCY
VISUAL CHECK	Ensure there are no unintended model components and that the design intent has been followed	A/E/C	REVIT / NAVIS	Ongoing

INTERFERENCE CHECK	Detect problems in the model where two building components are clashing including soft and hard	A/E/C	NAVIS	Bi-weekly
STANDARDS CHECK	Ensure that the BIM and County Standards have been followed (fonts, dimensions, line styles, family naming, shared coordinates, etc.)	A/E/C	REVIT / DATA NORMALIZATION	Weekly
MODEL INTEGRITY CHECKS	Describe the QC validation process used to ensure that the Project Facility Data set has no undefined, incorrectly defined or duplicated elements and the reporting process on non-compliant elements and corrective action plans	A/E/C	REVIT	Ongoing
DATA CONTENT CHECK	Conform to County BIM Requirements	A/E/C	DATA NORMALIZATION / MAXIMO	Weekly then monthly
ERROR / WARNING CHECK	Conform to County BIM Requirements	A/E/C	REVIT	Weekly

Section K.1 - Model Maintenance

The following table describes the recommended process for model maintenance. Each discipline shall be responsible for the maintenance of their models. Broward County Construction Management Division requires that all the below be conducted before submitting model at the completion of each phase of the development of the project. All the below except for removing unused design options shall be conducted before uploading models for exchange with other team members.

PROCESS	FREQUENCY (MINIMUM)
Auditing Central Files	
Compacting	
Verify that elements are on correct Worksets	
Removal of Unused Design Options and accept the Primary option (following archival of previous version.)	
Correcting Warning Messages where applicable	On-going (Warnings that have significance shall be resolved. Warnings shall be kept to a reasonable number. An export of warnings in the model shall accompany major milestone deliverables.)
Purging unused objects	

Purging DWG links/imports	
Deletion of unused Sheets & Views	
Purge duplicate elements	

Section K.2 - Document Revisions

Revisions to documents will be tracked as follows:

DESCRIPTION	DESIGN/ RECORD	AS-CONSTRUCTED MODEL	DESCRIPTION
RFI's			
Revit Model			
Navisworks			
CCD's			
ASI's			
CO's			

Section K.3 - Model Accuracy and Tolerances:

Models should include all appropriate dimensioning as needed for design intent, analysis, and construction.

PHASE	DISCIPLINE	TOLERANCE
EXISTING CONDITIONS MODEL	CIVIL (UNDERGROUND)	ACCURATE TO +/- (6") OF ACTUAL SIZE ACCURATE TO +/- (12") OF ACTUAL LOCATION
EXISTING CONDITIONS MODEL (ACCESSIBLE ITEMS)	ARCHITECTURAL STRUCTURAL MEPFP	ACCURATE TO +/- (1/8") OF DESIGN INTENT SIZE ACCURATE TO +/- (2") OF DESIGN INTENT LOCATION
DESIGN DOCUMENT MODELS	CIVIL ARCHITECTURAL STRUCTURAL MEP FP	ACCURATE TO +/- (1/8") OF DESIGN INTENT SIZE ACCURATE TO +/- (2") OF DESIGN INTENT LOCATION

PHASE	DISCIPLINE	TOLERANCE
SHOP DRAWINGS MODELS	CIVIL, INTERIORS ENVELOPE STRUCTURAL MEPFP	ACCURATE TO +/- (1/16") OF ACTUAL SIZE ACCURATE TO +/- (1") OF ACTUAL LOCATION
AS-CONSTRUCTED MODELS	INTERIORS NOT RELATED TO CODE	ACCURATE TO +/- (1/8") OF ACTUAL SIZE ACCURATE TO +/- (2") OF ACTUAL LOCATION
AS-CONSTRUCTED MODELS	INTERIORS RELATED TO CODE	ACCURATE TO +/- (1/8") OF ACTUAL SIZE ACCURATE TO +/- (1/4") OF ACTUAL LOCATION
AS-CONSTRUCTED MODELS	CIVIL, INTERIORS ENVELOPE STRUCTURAL MEP FP	ACCURATE TO +/- (1/16") OF ACTUAL SIZE ACCURATE TO +/- (1") OF ACTUAL LOCATION

Section K.4 - BIM Folder Structure for Deliverables:

The following folder structure is the standard folder structure for BIM-related files that will be used on Broward County Construction Management Division projects. No deviations from this folder structure will be permitted without a Proposed Variance Request. However, if desired, each project team may add subfolders where necessary, as defined in the BIM PxP and approved by Broward County Construction Management Division.

Project Documents for Design BIMs

- Design BIM Execution Plan (Owner, AE)
- Design BIM Analysis Reports (Owner, AE)
- Coordination Logs and Reports
- Design Model Deliverables (Public)
 - Models Used to Produce Schematic Design
 - Models Used to Produce Design Development
 - Models Used to Produce Construction Documents
 - Models Used to Produce Agency Submittals
 - Models for Permitting/ Conformance
 - Models for Construction Manager
- COBie Data Deliverables
- BIM Project Close-out
 - Record Floor Plans
 - Record BIMs
 - Federated Record BIM
 - COBie Data Final Deliverable

- Other

Project Documents for Construction BIMs

- Owner BIM Execution Plan (Owner, CM, BIM Subs)
- Construction BIM Analysis Reports (Owner, GC)
- Coordination Logs and Reports
- Coordination Models
- Trade Models
 - Models Used to Produce Final Shop Drawings
 - Models Used to Produce 4D
 - Schedule Data Used to Produce 4D
 - Models Used to Produce 5D
 - Model Quantities Used to Produce 5D
- COBie Data Deliverables
- BIM Project Close-Out
 - As-Constructed Models
 - Federated As-Constructed Models
 - Record Models
 - Federated Record Models
 - COBie Data Final Deliverable
- Other

Section L: Technological Infrastructure Needs

1. Software:

Broward County Construction Management Division uses Autodesk Revit for projects. Use of other IFC Compatible software than what is listed in the Broward County Construction Management Division BIM Standard requires approval by Broward County Construction Management Division.

List software used to deliver BIM. List any add-on software that is required to open, read or manipulate files as well. Indicate the 2D export deliverable file format for each software. The lines listed below are a sample and shall be modified for a project.

BIM USE	DISCIPLINE(S)	SOFTWARE	VERSION / BUILD	2D FILE FORMAT DELIVERABLE
Authoring				
Authoring				
Authoring				
Authoring				
Authoring				
Clash Detection				
Energy Analysis				
Cost Analysis				

Design Coordination				
COBie				
Collaboration				
Trades				

Section M: Model Structure

Section M.1 - File Naming Structure:

Determine and list the structure for model file names. Design Team CAD File names shall be listed in the Drawing List with Authoring Company and File Names attachment.

FILE NAMES (Design Intent Models)	
Architectural Model	
Civil Model	
Mechanical Model	
Plumbing Model	
Electrical Model	
Structural Model	
Energy Model	
Coordination Model	
Equipment	

FILE NAMES (Construction Models)	
Steel Model	
Mechanical Model	
Plumbing Model	
Electrical Model	
Construction Model	
Coordination Model	
Fire Protection Model	
Security Model	
Site Utilities Model	

Section M.2 - Model Structure:

Describe how the Model is separated, e.g., by building, by floors, by zone, by areas, and/or discipline. Indicate the connections and hierarchy of linked files, including CAD files. Broward County Construction Management Division requires that all paths in Revit files be relative and that files be overlaid instead of attached unless the project team makes a strong case for alternate strategies.

1. DESIGN PHASE MODEL STRUCTURE:

Interim Agreement
 Contract # PNC2120462F1
 12/01/2020

Attachment 2 to Exhibit A
 BIM and Electronic Media Submittal Requirements
 Page 55 of 62

2. CONSTRUCTION PHASE MODEL STRUCTURE:

Section M.3 - Measurement and Coordinate Systems:

Broward County Construction Management Division requires use of State Plane Coordinates to place the Building on its site to act as the Site origin Point and to provide for future GIS integration. See Section 2.2.4 of this Attachment 2. Broward County Construction Management Division will also provide 2D and 3D AutoCAD blocks and a 3D generic model family to be placed at the origin of ALL Design Intent BIMs, Construction BIMs and CAD files to confirm that files are aligned.

All Revit files shall have their project base point at the Revit project startup location. All CAD and Revit files that are to be linked to the Revit file using the "Origin to Origin" option. All plan-based CAD files shall use the Broward County Construction Management Division Site Origin Point as well as their 0,0 WCS origin. The 0 level in the "Z" coordinate shall match the survey datum of "0" used by the Civil Engineer in their surveys. This will ensure that all files for all buildings across the Broward County Construction Management Division campus will align to a single origin and that Revit level tags will report the true elevations of the floors.

Civil AutoCAD 2D and Civil 3D files will need to be modified prior to linking because they use an origin point that is different than the Broward County Construction Management Division Site Origin Point. It is typically outside the distance allowed by Revit. Broward County Construction Management Division's CAD-BIM Manager can provide instructions on this.

Units shall be Imperial units. Civil 2D AutoCAD or Civil 3D files may be set with 1 unit equals 1 foot. Revit files will be set with 1 unit equals 1 foot. All other AutoCAD files including Revit exports shall be set with 1 unit equals 1 inch.

Section M.4 - Worksets:

Each discipline shall be responsible for the naming of the worksets within their files. The only required worksets are LinkCAD-Description and LinkBIM-Description. Any linked CAD files or BIM files shall be placed on these worksets so that Revit files can be opened without loading these worksets for ease of upgrading the files.

List Worksets used by discipline below:

DISCIPLINE	WORKSET	DESCRIPTION
Arch, M, E, P, Struct	LinkCAD-All	Workset for all CAD links
M, E, P, Struct	LinkBIM-Arch	Workset for Architectural Revit file
Arch, E, P, Struct	LinkBIM-Mech	Workset for Mechanical Revit file
Arch, M, P, Struct	LinkBIM-Elec	Workset for Electrical Revit file
Arch, M, E, Struct	LinkBIM-Plumb	Workset for Plumbing Revit file
Arch, M, E, P	LinkBIM-Struct	Workset for Structural Revit file
Arch, M, E, P, Struct	Levels and Grids	Levels, Grids
Arch	Shell	Building Shell
Arch Existing	Shell	Building Shell Existing
Arch	Core	Elevators, Stairs
Arch	Interior-B	Basement Interior Fit-out
Arch	Interior-1	1 st floor Interior Fit-out
Equipment		
Civil Utilities		

Section M.5 - Color Coding:

Federated models shall adhere to Exhibit "A" – Scope of Work Attachment 2, Section 2.2.12. If approved by the Contract Administrator, a modified color coding may be revised to follow the agreed upon trade colors listed below:

(insert any modified, Contract Administrator approved, color coding selections for this project below)

- a. Architecture: White
- b. Structural Steel: Maroon
- c. Concrete and Masonry: Gray
- d. HVAC Equipment: Gold

- e. HVAC Supply Duct/Diffuser: Blue
- f. HVAC Return Duct/Diffuser: Magenta
- g. HVAC Exhaust Ventilation Ductwork: Medium Orchid
- h. HVAC Piping Supply: Gold
- i. HVAC Piping Return: Violet
- j. Electrical Equipment: Dark Yellow
- k. Electrical Conduits: Light Yellow
- l. Communication Conduit: Light Blue
- m. Electrical Cable Tray: Dark Orange
- n. Electrical Lighting: Light Golden Rod Yellow
- o. Plumbing Domestic Water: Lime
- p. Plumbing Sewer Waste / Vent: Olive
- q. Plumbing Storm/Roof Drain: Dark Green
- r. Fire Protection: Red
- s. Fire Alarm: Golden Rod
- t. Pneumatic Tube: Dark Slate Gray
- u. Equipment: Burly Wood
- v. Specialty Gas: Light Green
- w. Steel: Rust
- x. Security Systems: Orange

Section N: Attachments

1. *List any project specific BIM PxP Attachments here*
- 2.

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Approvals:

By signing below, this BIM Project Execution Plan is adopted and agreed upon between the signed companies.

DISCIPLINE	NAME	SIGNATURE	DATE
BC Construction Management Division			
Architect			
Mechanical Engineer			
Electrical Engineer			
Plumbing Engineer			
Fire Protection Engineer			
Structural Engineer			
Landscape Architect			
Interior Designer			
Civil Engineer			
Surveyor			
BIM Consultant			
Contractor			
Construction Consultant			
Other			

End of Section 4 BIM Execution Plan

Section 5 BIM Model Progression Schedule/Agent Responsible Matrix (MPS)
(Example of "Overview" Tab)

The MPS will be distributed by the Project Manager in an electronic format for use



Model Progression Schedule (MPS)

Agent Responsible Matrix (ARM)

Overview and Intent of this Document.

Broward County Public Works Department and the Construction Management Division have created this Model Progression Schedule (MPS) and Agent Responsible Matrix (ARM) for use in the planning and procurement of BIM projects. This Matrix is based upon BIMForum's 2017 LOD (Level of Development) Specification and serves as a reference document. The BIMForum Specification reference enables practitioners to specify and articulate with a high level of clarity the content and reliability of BIMs at various stages in the design and construction process.

The County has prescribed minimum LOD's that are required at project milestones, but does not dictate workflow to achieve these requirements leaving the completion of the Model Progressions to the users in consultation with the County and project team.

This matrix defines Broward County's priorities for the development of project BIMs, the responsibilities of the External Team Members, and the phases to which the BIMs will be delivered and the LOD expected. The "Model Element Table" Tab includes the BIM Elements that are to be defined and the "LOD Definitions" tab includes example Level of Development definitions. This chart will be included in RFP's that require BIM and is a tool to be used for contract negotiation upon project award.

Instructions for completing this Document.

- 1 This MPS/ ARM will be included in the RFP for all BIM Projects. Upon Contract award, your team shall complete the MPS as part of the contract negotiation process, and be prepared to discuss "hand-off" & coordination of the BIM's.
- 2 Click on the "Model Element Table" Tab below to complete the MPS as is applicable to your project.
- 3 Insert the Level of Development (LOD) and the Agent Responsible and contracted to deliver that element.
- 4
- 5 Once agreed upon, this document will become a contract document and will be attached to the teams BIMPxP:
When completing the MPS, Please check the box on the top of the MPS to show the stage of the MPS submittal i.e. RFP, Proposed, Approved as described below:

RFP: Required for this Project by Broward County, the initial stage of review.

Proposed: The Design or Construction Professional changes the status to "Proposed" for all elements that are to be included in the project models.

Approved: The Model Elements and Progression Schedule that is contracted by the Design Consultants and Contractors to be included in their Team's scope of work.

Please Note:

Questions, suggestions or concerns with completing this document during the RFP selection process should be directed to the BC-PurchasingAgent listed on the RFP. The Broward County Project Manager will serve as the primary contact and address all discussions or concerns during negotiations and subsequent Project Phases.

BIMForum Level of Development (LOD) Definitions

("LOD Definitions" Tab - Example)

Fundamental LOD Definitions

LOD 100 - Massing / Planning Level

The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD 200. Information related to the Model Element (i.e. cost per square foot, tonnage of HVAC, etc.) can be derived from other Model Elements.

BIMForum Interpretation: LOD 100 elements are not geometric representations. Examples are information attached to other model elements or symbols showing the existence of a component but not its shape, size, or precise location. Any information derived from LOD 100 elements must be considered approximate.



LOD 200 - Generic Design Level

The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

BIMForum interpretation: At this LOD elements are generic placeholders. They may be recognizable as the components they represent, or they may be volumes for space reservation. Any information derived from LOD 200 elements must be considered



LOD 300 - Design Coordination Level

The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.

BIMForum interpretation: The quantity, size, shape, location, and orientation of the element as designed can be measured directly from the model without referring to non-modeled information such as notes or dimension call-outs. The project origin is defined and the element is located accurately with respect to the project origin.



LOD 350 - Construction Coordination Level

The Model Element is graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, location, orientation, and interfaces with other building systems. Non-graphic information may also be attached to the Model Element.

BIMForum interpretation: Parts necessary for coordination of the element with nearby or attached elements are modeled. These parts will include such items as supports and connections. The quantity, size, shape, location, and orientation of the element as designed can be measured directly from the model without referring to non-modeled information such as notes or dimension call-outs.



LOD 400 - Fabrication Level

The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.

BIMForum interpretation: An LOD 400 element is modeled at sufficient detail and accuracy for fabrication of the represented component. The quantity, size, shape, location, and orientation of the element as designed can be measured directly from the model without referring to non-modeled information such as notes or dimension call-outs.



* Definition from the "Level of Development Specification Part 1: November 2017 BIMFORUM.

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End of Attachment 2: BIM and Electronic Media Submittal Requirements

**EXHIBIT A - SCOPE OF SERVICES TO INTERIM AGREEMENT
ATTACHMENT 3:**

Architectural Program

Project No.: CMD 100529
RFP No.: PNC2120462F1
Project Title: Supervisor of Elections New Facility

The following document previously provided to the Developer, contains the proposed program, minimum quality standards and other requirements for a new Supervisor Of Elections facility:

Supervisor of Elections (SOE) New Facility
Design Criteria Package
Project No. 100529
Dated June 8, 2020.

**EXHIBIT A - SCOPE OF SERVICES TO INTERIM AGREEMENT
ATTACHMENT 4:**

Preliminary Project Budget

Project No.: CMD 100529
RFP No.: PNC2120462F1
Project Title: Supervisor of Elections New Facility

The following costs indicate estimated budget amounts for components that will make up the Project Maximum Cost Limitation. (See article 11.35 of the Interim Agreement).

Developers Consulting Services Costs **\$ 2,400,000**
(including this Interim Agreement)

Estimated Construction Cost and Sitework **\$32,221,000**
(including 3% escalation factor, general conditions, insurances, bond, and supervisory costs)

Land Sale Cost **\$19,500,000**

Other Costs and Owners Contingency **\$ 8,887,138**
(Permits, impact fees, other fees, contingencies, public art, etc.)

Project Maximum Cost Limitation **\$63,008,138**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: PGAL, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$58.41		2.948		\$172.19
Senior Project Manager	\$55.00		2.948		\$162.14
Project Manager	\$43.06		2.948		\$126.94
Architect	\$37.89		2.948		\$111.70
Senior Designer	\$55.20		2.948		\$162.73
Sr. Interior Designer	\$46.35		2.948		\$136.64
Interior Designer	\$30.69		2.948		\$90.47
Draftsperson	\$18.22		2.948		\$53.71
Admin/Accounting	\$18.22		2.948		\$53.71

Multiplier of 2.948 is calculated as follows:

OVERHEAD = 162.45%

FRINGE = 27.91%

OPERATING MARGIN = 1.52%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

2.948

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: Greg Brewton & Associates

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Sr. Assistant Land Developer Specialist	\$50.00		2.31		\$115.50
Administrative Aid	\$23.81		2.31		\$55.00

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 10%

OPERATING MARGIN = 10%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

2.31

Notes:

Consultant 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: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: Craven Thompson & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$89.00		2.77		\$246.53
Sr. Supervising Engineer	\$73.50		2.77		\$203.60
Sr. Engineer	\$49.00		2.77		\$135.73
Project Engineer	\$47.00		2.77		\$130.19
Sr. CADD Technician	\$35.50		2.77		\$98.34
Dir. Construction Management / Project Manager	\$67.00		2.77		\$185.59
Construction Manager	\$55.00		2.77		\$152.35
Sr. Field Representative	\$36.00		2.77		\$99.72
Principal Land Surveyor	\$66.00		2.77		\$182.82
Professional Land Surveyor	\$49.50		2.77		\$137.12
Project Surveyor	\$44.55		2.77		\$123.40
Sr. CADD / GIS Tech	\$35.50		2.77		\$98.34
Survey Crew – 1 Person	\$32.75		2.77		\$90.72
Survey Crew – 2 Persons	\$51.25		2.77		\$141.96
Survey Crew – 3 Persons	\$70.25		2.77		\$194.59
Principal Landscape Architect	\$65.50		2.77		\$181.44
Sr. Supervising Landscape Architect	\$55.75		2.77		\$154.43
Sr. Landscape Architect	\$50.00		2.77		\$138.50
Landscape Architect	\$41.35		2.77		\$114.54
Project Planner	\$35.75		2.77		\$99.03
Clerical	\$32.00		2.77		\$88.64

Multiplier of 2.77 is calculated as follows:

OVERHEAD = 102.80%

FRINGE = 49.15%

OPERATING MARGIN = 10%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

2.77

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: D. Stephenson Construction, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	BURDEN	=	MAXIMUM BILLING RATE (\$/HR)
Project Executive	\$104.05		2.25		\$234.11
Senior Project Manager	\$78.38		2.25		\$176.36
Project Manager	\$68.92		2.25		\$155.07
Project Superintendent	\$63.51		2.25		\$142.90
Scheduler	\$69.59		2.25		\$156.58
Preconstruction Manager	\$86.54		2.25		\$194.72
Estimator	\$52.88		2.25		\$118.98
Assistant Estimator	\$39.19		2.25		\$88.18

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: Hammond & Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$58.43		2.31		\$134.97
Project Manager	\$48.91		2.31		\$112.98
Job Captain	\$42.01		2.31		\$97.04
Senior Technician	\$19.24		2.31		\$44.44
Junior Technician	\$16.04		2.31		\$37.05
Draftsman	\$22.92		2.31		\$52.95
Project Manager	\$48.88		2.31		\$112.91
Secretary	\$14.01		2.31		\$32.36
Clerk	\$12.45		2.31		\$28.76
Senior Engineer	\$39.72		2.31		\$91.75

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 10%

OPERATING MARGIN = 10%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

2.31

Notes:

Consultant 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: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: JTC Management Group, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Consulting Arborist	\$108.22		2.31		\$249.99
Consulting Arborist	\$71.42		2.31		\$164.98

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 10%

OPERATING MARGIN = 10%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

2.31

Notes:

Consultant 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: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: Lochrie & Chakas, P.A.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Robert B. Lochrie, Esq.	\$550.00		1.04		\$572.00
Nectaria M. Chakas, Esq.	\$450.00		1.04		\$468.00
Andrew J. Schein, Esq.	\$275.00		1.04		\$286.00
Elizabeth Mendez, FRP	\$150.00		1.04		\$156.00

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: OCI Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$67.50		2.31		\$155.93
Registered Professional Engineer	\$62.15		2.31		\$143.57
Senior Project Manager	\$57.30		2.31		\$132.36
IT/AV Systems Design	\$50.50		2.31		\$116.66
Lighting Design	\$50.50		2.31		\$116.66
Project Engineer	\$42.25		2.31		\$97.60
Senior Designer	\$33.75		2.31		\$77.96
Designer	\$28.65		2.31		\$66.18
CADD	\$25.30		2.31		\$58.44
Clerical, Administration	\$22.00		2.31		\$50.82

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 10%

OPERATING MARGIN = 10%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

2.31

Notes:

Consultant 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: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/ Cost Estimating
 Subconsultant Name: Quantities, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	Multiplier	=	MAXIMUM BILLING RATE (\$/HR)
Chief Estimator	\$108.35		2.31		\$250.29
Senior Estimator	\$78.63		2.31		\$181.64
Estimator	\$61.77		2.31		\$142.69

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100%

FRINGE = 10%

OPERATING MARGIN = 10%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

2.31

Notes:

Consultant 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: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: S&F Engineers, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$62.53		2.99		\$186.96
Senior Project Manager	\$56.84		2.99		\$169.95
Project Manager	\$49.26		2.99		\$147.29
Senior Engineer	\$56.84		2.99		\$169.95
Engineer	\$45.47		2.99		\$135.96
Engineer Intern	\$37.88		2.99		\$113.26
Senior Designer	\$37.88		2.99		\$113.26
Designer	\$37.88		2.99		\$113.26
Senior Technician CADD	\$28.42		2.99		\$84.98
Technician CADD	\$24.63		2.99		\$73.64
Senior Inspector	\$30.31		2.99		\$90.63
Project Field Inspector	\$30.31		2.99		\$90.63
Inspector	\$26.52		2.99		\$79.29
Sr. Administrative Assistant	\$36.60		2.99		\$109.43
Administrative Assistant	\$24.63		2.99		\$73.64

Multiplier of 2.99 is calculated as follows:

OVERHEAD = 132%

FRINGE = 40%

OPERATING MARGIN = 10%

MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

2.99

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: CMD 100529
 Project Title: Broward County Supervisor of Elections New Facility
 Consultant/
 Subconsultant Name: Stoner and Associates, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$45.73		2.52		\$115.24
Project Manager	\$29.27		2.52		\$73.76
Professional Land Surveyor	\$25.61		2.52		\$64.54
Survey Technician	\$18.29		2.52		\$46.09
Party Chief	\$14.85		2.52		\$37.42
CADD Technician	\$14.06		2.52		\$35.43
Instrument Person	\$11.32		2.52		\$28.53
Administrative	\$20.16		2.52		\$50.80
GPS	\$47.58		2.52		\$119.90
Clerical	\$15.37		2.52		\$38.73

Multiplier of 2.52 is calculated as follows:

OVERHEAD = 99.33%

FRINGE = 30.06%

OPERATING MARGIN = 10%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

2.52

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

Project No: CMD 100529
Project Title: Broward County Supervisor of Elections New Facility

Reimbursable	Maximum Reimbursable/Hour
Stoner & Associates, Inc. – Survey Crew (3 Person)	\$157.50
Total Maximum Reimbursables:	

EXHIBIT C
SCHEDULE OF SUBCONSULTANT PARTICIPATION

Project No: CMD 100529
Project Title: Broward County Supervisor of Elections New Facility

No.	Firm Name	Discipline
1.	Greg Brewton & Associates	Planning
2.	Craven Thompson & Associates, Inc.	Civil & Landscape Architecture
3.	D. Stephenson Construction, Inc.	Managing General Contractor Preconstruction Services
4.	Hammond & Associates, Inc.	Plumbing & Fire Protection
5.	JTC Management Group, Inc.	Arborist
6.	Lochrie & Chakas, P.A.	Land Use, Zoning, Environmental and Government Law
7.	OCI Associates, Inc.	Mechanical & Electrical Engineering
8.	Quantities, Inc.	Cost Estimating
9.	S&F Engineers, Inc.	Structural Engineering
10.	Stoner & Associates, Inc.	Land Surveying and Mapping

EXHIBIT C-1
SCHEDULE OF CBE PARTICIPATION AND LETTERS OF INTENT

Project No: CMD 100529
Project Title: Broward County Supervisor of Elections New Facility

CBE/FIRM	CBE Category	Description	% of Basic Services Fees
Hammond & Associates, Inc.	CBE	Plumbing & Fire Protection	7.11%
S&F Engineers, Inc.	CBE	Structural Engineering	5.21%
Quantities, Inc.	CBE	Cost Estimating	1.64%
Stoner & Associates, Inc.	CBE	Land Surveying & Mapping	1.00%
Total CBE Participation			14.96%



LETTER OF INTENT
 BETWEEN BIDDER/OFFEROR AND
 COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2120462F1

Project Title: Broward County Supervisor of Elections New Facility

Bidder/Offeror Name: PGAL, Inc.

Address: 791 Park of Commerce Blvd. Suite 400 City: Boca Raton State: FL Zip: 33487

Authorized Representative: Samuel J. Ferreri, AIA Phone: 561 988-4002

CBE Firm/Supplier Name: Hammond & Associates

Address: 150 NW 70th Avenue Suite 10 City: Plantation State: FL Zip: 33317

Authorized Representative: Nathaniel Hammond Phone: 954 327-7111

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Plumbing & Fire Protection Engineering (Schematic & DD)		\$ 70,173.92	7.11 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: Nathaniel Hammond Title: Vice President Date: 11/24/2020

Bidder/Offeror Authorized Representative

Signature: Samuel J Ferreri Digitally signed by Samuel J Ferreri Date: 2020.11.24 15:26:02 -0500' Title: Principal Date: 11/24/2020

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004



LETTER OF INTENT
 BETWEEN BIDDER/OFFEROR AND
 COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2120462F1

Project Title: Broward County Supervisor of Elections New Facility

Bidder/Offeror Name: PGAL, Inc.

Address: 791 Park of Commerce Blvd. Suite 400 **City:** Boca Raton **State:** FL **Zip:** 33487

Authorized Representative: Samuel J. Ferreri, AIA **Phone:** 561 988-4002

CBE Firm/Supplier Name: S & F Engineers, Inc.

Address: 2925 W. cypress Creek Road, Suite 200 **City:** Ft Lauderdale **State:** FL **Zip:** 33309

Authorized Representative: Sri Sritharan, PE **Phone:** 954 938-0468


- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Structural Engineering (Schematic & Design Development)	541330	\$ 51,360.00	5.21 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature:  Digitally signed by Sri S. Sritharan, P.E. Date: 2020.11.24 12:11:38-0500 **Title:** Principal **Date:** 11/24/2020

Bidder/Offeror Authorized Representative

Signature: Samuel J Ferreri Digitally signed by Samuel J Ferreri Date: 2020.11.24 10:13:44 -0500 **Title:** Principal **Date:** 11/24/2020

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004



LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2120462F1

Project Title: Broward County Supervisor of Elections New Facility

Bidder/Offeror Name: PGAL, Inc.

Address: 791 Park of Commerce Blvd, Suite 400 City: Boca Raton State: FL Zip: 33487

Authorized Representative: Samuel J. Ferreri, AIA Phone: 561 988-4002

CBE Firm/Supplier Name: Quantities, Inc.

Address: 6241 N. Dixie Highway, Suite G City: Ft Lauderdale State: FL Zip: 33334

Authorized Representative: Frederick Thompson Phone: 954 998-4585

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Cost Estimating Services		\$ 16,180.00	1.64 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature:  Title: President Date: 11/24/2020

Bidder/Offeror Authorized Representative

Signature: Samuel J Ferreri Digitally signed by Samuel J Ferreri
Date: 2020.11.24 13:50:54 -0500' Title: Principal Date: 11/24/2020

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004



LETTER OF INTENT
 BETWEEN BIDDER/OFFEROR AND
 COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: PNC2120462F1

Project Title: Broward County Supervisor of Elections New Facility

Bidder/Offeror Name: PGAL, Inc.

Address: 791 Park of Commerce Blvd. Suite 400 City: Boca Raton State: FL Zip: 33487

Authorized Representative: Samuel J. Ferreri, AIA Phone: 561 988-4002

CBE Firm/Supplier Name: Stoner & Associates, Inc.

Address: 4341 S.W. 62nd Avenue City: Davie State: FL Zip: 33314

Authorized Representative: James D. Stoner, P.S.M. Phone: 954-585-0997

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Boundary & Topographic Survey Services		\$ 9,900.00	1.00 %
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: _____ Title: President Date: 11/24/2020

Bidder/Offeror Authorized Representative

Signature: Samuel J Ferreri Digitally signed by Samuel J Ferreri
Date: 2020.11.24 10:20:09 -0500 Title: Principal Date: 11/24/2020

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Rev.: June 2018

Compliance Form No. 004

EXHIBIT D Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: Broward County Supervisor of Elections Facility
Agency: Construction Management Division

TYPE OF INSURANCE	ADDL. INSR.	SUBR. WVD.	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises- Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$2,000,000	\$4,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying, and design professionals.	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	\$2,000,000	
			*Maximum Deductible:	*Varies	
<input checked="" type="checkbox"/> INSTALLATION FLOATER is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i> Broward County must be listed as additional insured and Loss Payee.			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10,000	
<input checked="" type="checkbox"/> BUILDERS RISK <i>Note: Coverage must be "All Risk", Completed Value.</i> Broward County must be listed as additional insured and Loss Payee.			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 Digitally signed by:
 COLLEEN A. POWELL
 Date: 2020.11.20.16:00:00
 (UTC)

Risk Management Division

EXHIBIT E

SAMPLE OPTIONAL SERVICES WORK AUTHORIZATION FOR INTERIM AGREEMENT

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Developer”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

See Exhibit A for additional detail.

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (___) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Developer upon written acceptance by County of all goods and services provided under this Work Authorization.

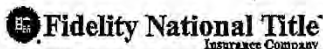
County

		_____ Contract Administrator	_____ Date
_____ Project Manager	_____ Date	_____ Board or Designee	_____ Date

Developer

		_____ Signed	_____ Date
_____ Attest	_____ Typed Name		
		_____ Title	

EXHIBIT F
TITLE SURVEY AND PERPETUAL MAINTENANCE AGREEMENT



File No.: 7591849

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE
Issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

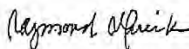
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Issued through the Office Of:

By: 
Authorized Officer or Agent
Authorized Signatory
Jonathan Bloom
Law Offices of Jonathan Bloom, P.A.
2295 N.W. Corporate Blvd., Suite 117
Boca Raton, FL 33431
Tel: 561-864-0000
Fax: 561-864-0001

By:



President

Attest:



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and a Schedule B, Part II—Exceptions.

82C165C09

82C165C09 ALTA Commitment For Title Insurance 08/01/2016 6 months_C165C_FL

Page 1 of 3

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in adjoining streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to Issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

Fidelity National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 19-1239	Revision Number: None	Issuing Office File Number: 19-1239	Issuing Office: 12-82358
Property Address: 2050 Spectrum Blvd , Fort Lauderdale, FL 33309	Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: Law Offices of Jonathan Bloom, P.A.

1. Commitment Date: April 15, 2019 @ 11:00 PM
2. Policy to be issued: Proposed Policy Amount:
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$19,500,000.00
Proposed Insured: Broward County, a political subdivision of the State of Florida
MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple. (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Spectrum Investors, LLC, a Florida limited liability company
5. The Land is described as follows:

Fidelity National Title Insurance Company


AUTHORIZED SIGNATORY
Jonathan Bloom
President

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

FORM CF6R SCH. A (8/1/16)(With Florida Modifications)

Page 1 of 6
DoubleTime® 8.0

Fidelity National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule A (Continued)

Issuing Office File Number: 19-1239

Parcel 1:

A portion of Tract "J", Commerce Park, according to the Plat thereof, as recorded in Plat Book 112, Page 18, TOGETHER WITH a portion of that certain Canal Easement in the Northwest One-Quarter (Northwest 1/4) of the Southwest One-Quarter (Southwest 1/4) of Section 16, Township 49 South, Range 42 East, recorded in Official Records Book 3223, Page 810, all of the Public Records of Broward County, Florida, being described as follows:

BEGINNING at the Southwest corner of said Tract "J", thence North 01° 30' 00" West along the West line of said Tract "J" and the East right-of-way line of Northwest 21st Avenue as shown on said Commerce Park plat, a distance of 504.96 feet; thence North 88° 30' 00" East, a distance of 37.50 feet; thence North 01° 30' 00" West, a distance of 14.44 feet; thence North 43° 32' 56" East, a distance of 21.95 feet; thence North 88° 35' 51" East, a distance of 1.97 feet; thence North 01° 24' 09" West, a distance of 25.00 feet to a point on the North line of said Tract "J" and the South right-of-way line of Northwest 49th Street, as shown on said Commerce Park plat; thence North 88° 35' 51" East, along the North line of said Tract "J" and said South right-of-way line, a distance of 426.04 feet; thence South 01° 24' 09" East along a line parallel with and 33.92 feet West of as measured at right angles to the East line of said Tract "J" and a Southerly projection thereof, a distance of 640.00 feet to a point on the South line of said certain Canal Easement and the South line of the said Northwest One-Quarter (Northwest 1/4) of the Southwest One-Quarter (Southwest 1/4) of Section 16; thence South 88° 35' 51" West, along said South line, a distance of 479.99 feet to the East right-of-way line of said Northwest 21st Avenue and a Southerly projection of the West line of said Tract "J"; thence North 01° 30' 00" West along said Southerly projection, a distance of 80.00 feet to the POINT OF BEGINNING.

Parcel 2:

A portion of Tracts "I" and "J" of Commerce Park according to the Plat thereof, as recorded in Plat Book 112, Page 18, of the Public Records of Broward County, Florida, TOGETHER WITH a portion of that certain 80 foot Canal Easement, recorded in Official Records Book 3223, Page 810 through 811, of the Public Records of Broward County, Florida, said Easement lying in the Southwest One-Quarter (Southwest 1/4) of Section 16, Township 49 South, Range 42 East, being more particularly described as follows:

BEGINNING at the Northwest corner of said Tract "I", thence North 88° 35' 51" East, along the North line of said Tract "I", a distance of 102.08 feet; thence South 01° 24' 09" East, along a line 102.08 feet East of and parallel with as measured at right angles to the West line of said Tract "I" and a Southerly projection thereof, a distance of 640.00 feet; thence South 88° 35' 51" West, along the South line of that said 80 foot Canal Easement, a distance of 136.00 feet; thence North 01° 24' 09" West, along a line 33.92 feet West of and parallel with the West line of said Tract "I", a distance of 640.00 feet; thence North 88° 35' 51" East, along the North line of said Tract "J", a distance of 33.92 feet to the POINT OF BEGINNING.

Said lands situate, lying and begin in Broward County, Florida.

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FORM CF6R SCH. A (Continued) (8/1/16)(With Florida Modifications)

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Fidelity National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 19-1239

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly executed Warranty Deed from Spectrum Investors, LLC, Grantor, to Broward County, a political subdivision of the State of Florida, Grantee, conveying the land described on Schedule A hereof.

The Company will require the following as to Spectrum Investors, LLC: ("LLC"):

 - i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
 - ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
 - iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
 - iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.
5. Proof of payment of any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality.
6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing.
7. Satisfaction of Mortgage and Security Agreement in favor of Centerstate Bank, N.A. dated July 31, 2018 and recorded August 2, 2018 in Official Records Instrument No. 115239942; together with releases of the following collateral instruments:
 - (A) Collateral Assignment of Leases and Rents recorded in Official Records Instrument No. 115239943;
 - (B) Collateral Assignment of Property Rights and Agreements Affecting Real Estate recorded in Official Records Instrument No. 115239944;
 - (C) UCC-1 Financing Statement recorded in Official Records Instrument No. 115239945.
8. Satisfactory evidence must be furnished from the Secretary or other Officer of the Association that all assessments against the land described in Schedule A (including, but not limited to, special assessments or payments due to others

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FORM CF6R SCH. B-I (8/1/16)(With Florida Modifications)

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Fidelity National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-I (Continued)

Issuing Office File Number: 19-1239

- such as master associations), are paid in full to date.
(pursuant to Article V(2) of Declaration of Covenants and Restrictions recorded in Official Records Book 10078, Page 347)
9. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (3) there are no unrecorded assessments which are due and payable; (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to said "Company", or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
 10. The Issuing agent must request from the Company "or perform themselves" a title update between the effective date of this report and three (3) business days prior to closing, to verify that no adverse matters or defects appear in the title update.
 11. NOTE: This is a preliminary commitment that requires the review and approval by the state and/or national underwriting office for the company. Accordingly, this commitment is not effective to bind the company until the necessary approval is obtained from the state and/or national underwriting office for the company. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.
 12. NOTE: 2018 Tax Information
Tax Folio No. 494216-15-0100 appears to be paid in the amount of \$273,086.03.
Tax Folio No. 494216-15-0091 appears to be paid in the amount of \$14,603.37.
 13. (NOTE: ALTA/NSPS LAND TITLE SURVEY prepared by McLaughlin Engineering Company, dated March 11, 2019 under Job Order No. V-4158 be re-certified to Fidelity National Title Insurance Company, Law Offices of Jonathan Bloom, P.A., and Broward County, and also reference Fidelity National Title Commitment No. 7591849 and it's B-II Exceptions.)

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FORM CF6R SCH. B-I (Continued) (8/1/16)(With Florida Modifications)

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Fidelity National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 19-1239

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Easements or claims of easements not recorded in the Public Records.
 - d. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Restrictions, dedications and easements as set forth on the Plat of Commerce Park, as recorded in Plat Book 122, Page 18; as affected by Resolution No. 88-191, vacating a portion of a non-vehicular access line, as recorded in Official Records Book 16039, Page 259; and as further affected by Agreement with Broward County Relating to Nonvehicular Access Lines recorded in Official Records Book 25531, Page 797.
5. Restrictions, including but not limited to airspace and flight path restrictions, as set forth in that certain Deed by the United States of America to the City of Fort Lauderdale, recorded in Deed Book 579, Page 130, and as additionally set forth in Deeds by the City of Fort Lauderdale recorded in Official Records Book 2729, Page 649, Official Records Book 2978, Page 388, Official Records Book 10085, Page 105 and Official Records Book 10970, Page 798, and as additionally set forth in that certain Warranty Deed by Commerce Park Associates, a Florida general partnership, recorded in Official Records Book 9898, Page 67; said Deeds as affected and modified by Releases/Deeds of Release by the United States of America recorded in Official Records Book Official Records Book 1181, Page 523, Official Records Book 1370, Page 351, Official Records Book 2729, Page 642, Official Records Book 2978, Page 386, Official Records Book 3153, Page 349 and Official Records Book 10060, Page 857; and as further affected and modified by Partial Release and Modification of Deed Restrictions by the City of Fort Lauderdale recorded in Official Records Book 9564, Page 246, as corrected by Corrective Partial Release and Modification of Deed Restrictions recorded in Official Records Book 9611, Page 745.
6. Easement in favor of Broward County, recorded in Official Records Book 3223, Page 810.

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Fidelity National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-II (Continued)

Issuing Office File Number: 19-1239

7. Covenants, restrictions, conditions, reservations, easements, liens for assessments and other provisions set forth in Declaration of Covenants and Restrictions of The Spectrum, as recorded in Official Records Book 10078, Page 347, as re-recorded in Official Records Book 10085, Page 108; as amended by Amendment recorded in Official Records Book 15825, Page 844, as corrected by Official Records Book 16263, Page 273, and in allied instruments referred to in said restrictions, as may be subsequently amended.
8. Terms, conditions and provisions set forth in Agreement with the City of Fort Lauderdale, recorded in Official Records Book 9174, Page 812; as amended by amendment to Agreement recorded in Official Records Book 9845, Page 270; and as affected by Assignment of Sewer Agreement recorded in Official Records Book 10172, Page 453.
9. Easement in favor of the City of Fort Lauderdale recorded in Official Records Book 10423, Page 176.
10. Ordinance No. C-84-55 granting a Development Order for the Spectrum Development of Regional Impact recorded in Official Records Book 11900, Page 867; as amended and modified by Notices recorded in Official Records Book 16315, Page 152, Official Records Book 16433, Page 789, Official Records Book 21566, Page 745 and Official Records Book 28631, Page 669.
11. Terms, conditions and provisions set forth in Perpetual Maintenance Agreement of Drainage Facilities recorded in Official Records Book 15830, Page 765, as corrected by Amendment recorded in Official records Book 15852, Page 570.
12. Terms, conditions and provisions set forth in Development Agreement with the State of Florida, department of Community Affairs, recorded in Official Records Book 23329, Page 730.
13. Easement in favor of Florida Power & Light Company recorded in Official Records Book 31066, Page 1322.
14. Terms, conditions, easements and provisions set forth in Water or Sewer System Franchise recorded in Official Records Book 1889, Page 318.
15. The nature, extent or existence of riparian rights is not insured.
16. Rights of tenant(s) in possession, if any, under lease(s) not recorded in the Public Records.
17. NOTE: All recording references in this commitment/policy shall refer to the public records of Broward County, Florida, unless otherwise noted.
18. NOTE: A Florida Form 9.2-06 Endorsement will be issued with the final Owner's Policy (additional premium to be paid at the time of Closing) and said endorsement shall provide affirmative coverage for loss that may arise in the event of damage caused to improvements which encroach onto that portion of the land subject to the drainage easement filed in O.R. Book 3223, Page 810 referenced in Number 6, B-II above.
19. NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 3801 PGA Boulevard Suite 606, Palm Beach Gardens, FL 33410; Telephone 561-630-7600.

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FORM CF6R SCH. B-II (Continued) (8/1/16)(With Florida Modifications)

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**ENDORSEMENT
RESTRICTIONS, ENCROACHMENTS, MINERALS OWNER'S POLICY IMPROVED LAND
(with Florida Modifications)**

Attached to Policy No. 8230609-214631148

**Issued By
Fidelity National Title Insurance Company**

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the Insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - (a) Present violations on the Land of any enforceable covenants, conditions, or restrictions, or any existing improvements on the Land which violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land which, in addition, (i) establishes an easement on the Land; (ii) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant; or (iii) provides a right of re-entry, possibility of reverter, or right of forfeiture because of violations on the Land of any enforceable covenants, conditions, or restrictions.
 - (c) Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - (d) Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - (e) Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Damage to buildings existing at Date of Policy:
 - (a) Which are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - (b) Resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment, other than fences, landscaping, or driveways, excepted in Schedule B.

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ALTA 9.2-06 Restrictions, Encroachments, Minerals - Owner's Policy-Improved Land (6/17/06) (Florida Modified 12/1/13)



4. Any final court order or judgment denying the right to maintain any existing building on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1(a) and 4, the words "covenants, conditions, or restrictions" shall not be deemed to refer to or include any covenants, conditions or limitations relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a), (b) or (e) of this endorsement constitutes the Company's agreement to indemnify against actual monetary loss or damage resulting from any matters delineated in paragraphs 1(a), (b) or (e) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: August 02, 2018

Law Offices of Jonathan Bloom, P.A.

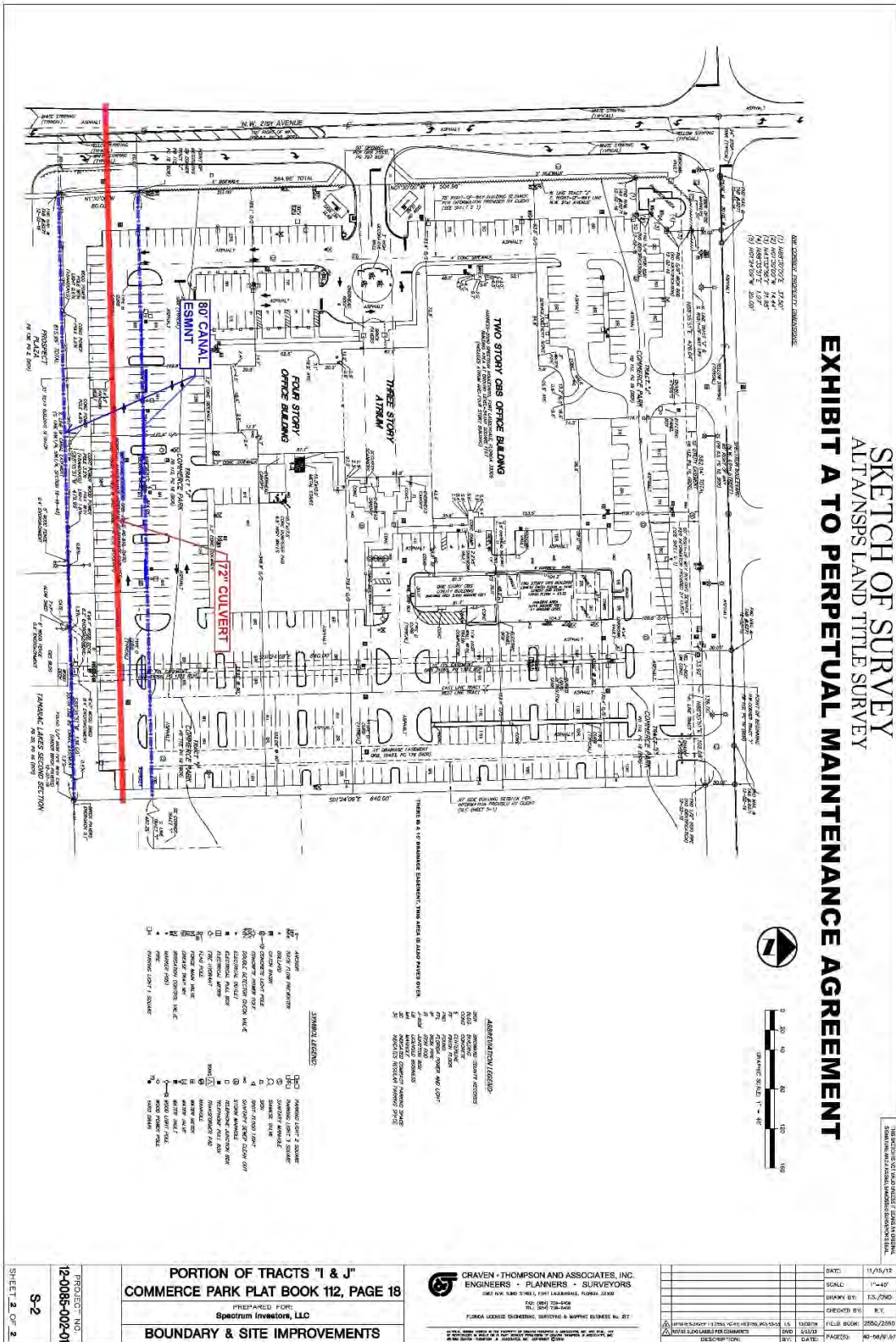

Authorized Signatory

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ALTA 9.2-06 Restrictions, Encroachments, Minerals - Owner's Policy-Improved Land (6/17/06) (Florida Modified 12/1/13)



**AMENDED AND RESTATED
PERPETUAL MAINTENANCE AGREEMENT OF DRAINAGE FACILITIES**

This Amended and Restated Perpetual Maintenance Agreement ("Modified Agreement") between Spectrum Investors, LLC, a Florida limited liability company ("Spectrum"), whose address is 1063 Hillsboro Mile, Unit 909, Hillsboro Beach, Florida, 33062, and Spectrum Business Park Association, Inc., a Florida not-for-profit corporation ("Association"), whose address is 1900 W. Commercial Blvd., Ste. 200, Fort Lauderdale, Florida 33309-3018, is entered into and effective as of the date this Modified Agreement is fully executed by the Parties ("Effective Date"). Spectrum and Association are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. Spectrum is the current owner of an eighty-foot (80') wide strip of land lying south of, contiguous and adjacent to Tracts "I" and "J" of COMMERCE PARK PLAT, Plat Book 112, at Page 18, of the Public Records of Broward County, Florida (hereafter "Tracts I and J" respectively), which 80-foot strip of land is legally described in and currently impressed with a canal maintenance easement given to Broward County, Florida, recorded in Official Records Book 3223, Page 810, of Public Records of Broward County, Florida (the "80-foot strip"), and is reflected on the attached Exhibit A.

B. Pursuant to the Dredge and Fill Permit No. 061405739 from the Florida Department of Environmental Regulation, Byron Development Corp., a Florida corporation ("Byron"), as the prior owner of the 80-foot strip and the developer of the Park Property (as defined in the Declaration described below), constructed a seventy-two inch (72") culvert to replace a portion of the canal within the 80-foot strip (the "Culvert"), and created a littoral zone and landscaping planting within the easternmost portion of the 80-foot strip and the adjacent lands owned then by Byron.

C. Subsequently, Byron and the Association entered into that certain Perpetual Maintenance Agreement regarding the drainage facilities within the 80-foot strip, as recorded on September 30, 1988, in Official Records Book 15830, Page 765, as corrected by Amendment recorded on October 7, 1988, in Official Records Book 15852, Page 570, of Public Records of Broward County, Florida ("Perpetual Maintenance Agreement").

D. The Perpetual Maintenance Agreement acknowledged that the Association is responsible for maintaining permitted drainage facilities within the Park Property in accordance with the Declaration of Covenants and Restrictions of the Spectrum, as recorded on March 12, 1982, in Official Records Book 10078, Page 347, as re-recorded on March 17, 1982, in Official Records Book 10085, Page 108, as amended by Amendment recorded on September 29, 1988, in Official Records Book 15825, Page 844, as corrected by Amendment recorded on March 13, 1989, in Official Records Book 16263, Page 273 ("Declaration"). The Perpetual Maintenance Agreement further provided that the Association is responsible for (i) perpetually maintaining the Culvert,

littoral zone, and landscape plantings within the 80-foot strip, including all improvements required by a water management works permit from Broward County Water Resources Management Division ("WRMD"); and (ii) replacing, at its sole cost and expense, any landscaping plantings or other vegetation within the 80-foot strip if such plantings or vegetation are inadvertently killed by WRMD's upstream or downstream aquatic weed spraying activities.

E. Thereafter, Interim Services Inc., a Delaware corporation, as the subsequent owner of the 80-foot strip, constructed an asphalt parking lot over, above, and across the 80-foot strip, including the Culvert, pursuant to the Surface Water Management Permit No. SWM1995-040.

F. The Parties now desire to clarify, amend, and restate the Perpetual Maintenance Agreement to, *inter alia*, update the Association's responsibilities and obligations thereunder in order to account for the asphalt parking lot existing over, above, and across the Culvert and the 80-foot strip.

G. Spectrum agrees to allow the Association to perpetually maintain certain improvements in the 80-foot strip in accordance with the terms and conditions of this Modified Agreement, and with all applicable statutes, ordinances, regulations, and permits ("Laws") pertaining thereto, now and in the future, which include, without limitation, the Culvert, berms, landscaping, swales, the grade, and littoral zone on and over such 80-foot strip and repairs to the asphalt required due to such maintenance as further set forth below.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

MODIFIED AGREEMENT

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated herein.

2. **Grant of License.** Spectrum hereby grants to the Association, and its successors and assigns (collectively referred to herein as the "Licensee"), a perpetual and nonexclusive license to access and use the 80-foot strip only for the maintenance, repair, or replacement of all Improvements, as described herein, located in the 80-foot strip now or hereafter.

3. **Repair and Maintenance Obligations.**

3.1. The Licensee shall perpetually maintain, repair, or replace certain improvements within the 80-foot strip, including, without limitation, the Culvert, berms, landscaping, swales, the grade, littoral zone, and all permitted and required drainage facilities within the 80-foot strip, including all drainage facility

improvements required by WRMD and all other drainage facilities required now or in the future by all applicable Laws pertaining thereto or pertaining to storm grates or inlets (the "Improvements").

3.2. The Licensee shall repair or replace all or a portion of the asphalt surface within the 80-foot strip when such asphalt surface is disturbed, damaged, or destroyed, by the Licensee's maintenance of the Improvements located in the 80-foot strip, now or hereafter, as required by and in accordance with then applicable Laws.

3.3. The Licensee may not perform any maintenance, repair, or replacement work required under this Section 3 ("Repair and Maintenance Work") without obtaining the Licensor's prior written approval. The Licensor may require that the Licensee perform any Repair and Maintenance Work under the supervision of the Licensor. The Licensee shall coordinate and schedule the dates and times necessary for all Repair and Maintenance Work with the Licensor in order to minimize any interference with the Licensor's operations on or use of the 80-foot strip and of the adjacent lands owned by the Licensor. The Licensee shall complete all Repair and Maintenance Work within a commercially reasonable timeframe. The Licensee will permit reasonable temporary parking and/or temporary access by Licensor in areas which may otherwise be restricted, in order to accommodate parking and access needs while Repair and Maintenance Work is underway.

3.4. Notwithstanding the provisions of Section 3.3, the Licensee shall immediately perform Repair and Maintenance Work necessitated by an Emergency in a reasonably expeditious manner that avoids any interference with the Licensor's operations on or use of the 80-foot strip and of the adjacent lands owned by the Licensor. The Licensee shall, as soon as reasonably practicable after an Emergency, provide the Licensor with written notice describing the Emergency situation and the Repair and Maintenance Work performed by the Licensee as a result of the Emergency. The term "Emergency" shall mean a situation in which the Improvements located in the 80-foot strip, now or hereafter, pose an immediate threat to the health or safety of any person or to the adjacent lands owned by the Licensor.

3.5. The obligations of the Licensee, as set forth in this Modified Agreement, may be performed by the Licensee through the use of its employees, or the Licensee may enter into a contract with a third party to perform the services. In the event that the Licensee contracts with a third party, the Licensee shall remain fully responsible hereunder and shall ensure that its contractor complies, at all times, with each and every term, condition, duty, and obligation set forth herein.

3.6. The Licensee hereby acknowledges and affirms that the drainage facilities serve the Spectrum Business Park Association, Inc. The Licensee holds only a license and has affirmative duties hereunder solely to access the 80-foot

strip in order to maintain, repair, or replace the improvements as set forth herein. Such license runs solely to the Licensee and has not been assigned by Licensee in any manner,

4. **Default and Remedies.**

4.1. A "Default" shall occur when the Licensor or Licensee materially breaches any terms, covenants, restrictions, or conditions of this Modified Agreement, and the breach continues for a period of thirty (30) calendar days after such party receives written notice of the breach from the other party, unless additional time may be reasonably required if the cure cannot be completed within thirty (30) calendar days but such party timely commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion.

4.2. If a Default occurs, the non-defaulting party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such Default, including payment of any amounts due and/or specific performance.

4.3. In addition to all other remedies available at law or in equity, in the event of a Default, the non-defaulting party may, but is not obligated to, perform the defaulting party's obligations hereunder and cure the Default. The defaulting party shall, within thirty (30) calendar days after receiving an invoice from the non-defaulting party, reimburse the non-defaulting party for all costs and expenses incurred by the non-defaulting party to perform the defaulting party's obligations hereunder and to cure the Default.

4.4. Nothing herein shall be deemed to grant either Party any right to terminate this Modified Agreement or its obligations hereunder.

5. **Law, Jurisdiction, and Waiver of Jury Trial.** This Modified Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Modified Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Modified Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS MODIFIED AGREEMENT, THE LICENSEE AND LICENSOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MODIFIED AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS MODIFIED AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 5, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE**

REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

6. **Attorneys' Fees.** Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Modified Agreement, except as otherwise provided in this Modified Agreement.

7. **Notices.**

7.1. Any written notice to the Licensor hereunder shall be in writing and addressed to the owner of record for the 80-foot strip at the address listed by the Broward County Property Appraiser records and shall be deemed to have been properly given or served as of the date the same are (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed to the owner of record; or (ii) on the day of delivery to a private express package courier, prepaid, addressed to the owner of record.

7.2. Any written notice to the Licensee hereunder shall be in writing and addressed to Spectrum Business Park Association, 1900 West Commercial Boulevard Suite 200 Fort Lauderdale, Florida 33309-3018, and shall be deemed to have been properly given or served as of the date the same are (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed to the Licensee at the abovementioned address; or (ii) on the day of delivery to a private express package courier, prepaid, addressed to the Licensee at the abovementioned address.

8. **Recording.** The Licensor shall record this Modified Agreement in the Public Records of Broward County, Florida within one (1) business day after the date that the Modified Agreement is fully executed by the Parties. This Modified Agreement shall not be effective until it is recorded in the Public Records of Broward County, Florida.

9. **Counterparts.** This Modified Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals
this 19 day of July, 2019.

SPECTRUM INVESTORS, LLC, a
Florida limited liability company

Signed, sealed, and delivered
in the presence of:

Signature of Witness 1

Printed Name of Witness 1

Signature of Witness 2

Printed Name of Witness 2

By:

Name: SHERDON GROSS

Title: COO/MANAGER

Date: 7/11/19

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me
by Sherdon Gross, as Manager/COO of SPECTRUM INVESTORS, a
Florida limited liability company, and that he/she acknowledged to me, that he/she
executed the foregoing instrument on behalf of the limited liability company, freely and
voluntarily under authority duly vested in him/her by said limited liability company. He/she
is personally known to me or has produced _____ as
identification.

1 WITNESS my hand and official seal in the County and State last aforesaid this
day of July, 2019.

Notary Public

My Commission Expires:



KATHLEEN MARTIN
Commission # GG 192494
Expires March 5, 2022
Bonded Thru Budget Notary Services

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SPECTRUM BUSINESS PARK
ASSOCIATION, INC., a Florida
not-for-profit corporation

Signed, sealed, and delivered
in the presence of:

Bonnie Lopata
Signature of Witness 1

Bonnie Lopata
Printed Name of Witness 1

Karen Archambault
Signature of Witness 2

Karen Archambault
Printed Name of Witness 2

By: [Signature]
Name: DALE CHYNOWETH
Title: AS DIRECTOR
Date: July 10/19

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by Dale Chynoweth, as Director of SPECTRUM BUSINESS PARK ASSOCIATION, INC., a Florida not-for-profit corporation, and that he/she acknowledged to me, that he/she executed the foregoing instrument on behalf of the limited liability company, freely and voluntarily under authority duly vested in him/her by said limited liability company. He/she is [] personally known to me or [] has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of July, 2019.

Bonnie Lopata
Notary Public

My Commission Expires:
9/27/22



December 3, 2020

Mayor, Vice-Mayor, and Board of County Commissioners

December 8, 2020 - Commission Meeting – Agenda Item No. 52 - Motion to Approve Interim Agreement (deliberately phased) between Broward County and Spectrum Investors, LLC for Bid No. PNC2120462F1 for development services for design and site plan approval of a new Broward County Supervisor of Elections Facility

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Should read:

Motion to Approve Interim Agreement (deliberately phased) between Broward County and Spectrum Investors, LLC for Bid No. PNC2120462F1, for development services for design and site plan approval of a new Broward County Supervisor of Elections Facility, including basic design services in the amount of \$927,004; land planning services in the not to exceed amount of \$65,000; optional services in the amount of \$100,000 and reimbursables in the amount of \$10,000; for a potential total expenditure of \$1,102,004; in substantially the form distributed as additional material, authorize the County Administrator to make nonmaterial changes as determined by her to be in the County's best interests and to execute the Interim Agreement on behalf of Broward County after review and approval as to legal sufficiency by the Office of the County Attorney.

The Board's consideration of this item is based on the above Substitute Motion and the attached Interim Agreement in substantial form.

Attachment: Interim Agreement with Spectrum Investors, LLC for New SOE Facility

SH/

- c: Monica Cepero, Deputy County Administrator
- Kevin Kelleher, Assistant County Administrator
- Jeff Thompson, Assistant Director, Construction Management Division
- Robert Melton, County Auditor
- Andrew Meyers, County Attorney
- Jeff Siniawsky, Senior Assistant County Attorney