

**SEVENTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY  
AND THE URBAN GROUP, INC. FOR CONSULTANT SERVICES FOR NOISE MITIGATION  
PROGRAM ASSISTANCE FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This Seventh Amendment ("Seventh Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and The Urban Group, Inc., a Florida corporation ("Consultant") (collectively, the "Parties"), is entered into effective as of the date this Seventh Amendment is fully executed by the Parties.

**RECITALS:**

A. The Parties entered into an agreement dated November 27, 2006, for consultant services for Noise Mitigation Program Assistance for the Fort Lauderdale-Hollywood International Airport (as amended, the "Agreement").

B. On June 26, 2012, a Fifth Amendment to the Agreement was entered into increasing the total Agreement amount from Five Million Four Hundred Seventy-Six Thousand Four Hundred Eighty-Six Dollars (\$5,476,486) to Thirty-Nine Million Five Hundred Sixty-Four Thousand Nine Hundred Forty-Nine Dollars (\$39,564,949), and extending the term of the Agreement by five years, expiring on November 26, 2017. The Fifth Amendment also provided that the County had the option to extend the Agreement for two (2) additional one-year option periods, if approved by the Board.

C. On November 7, 2017, a Sixth Amendment was entered into by the Parties, extending the term of the Agreement to November 26, 2018, with no additional compensation.

D. The Parties seek to amend the Agreement to approve the last option year extending the term of the Agreement to November 26, 2019, with no additional compensation, and to update certain terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The above Recitals are true and correct and incorporated herein by reference.
2. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. Throughout this Seventh Amendment, stricken-through language indicates deletions, and underlined language (except for the title) indicates additions.
3. The term of the Agreement is hereby extended for an additional one-year period and shall terminate on November 26, 2019.
4. Section 5.5.1 of the Agreement is amended as follows:
  - 5.5.1 County shall pay Consultant within twenty-five (25) business days from receipt of Consultant's proper invoice, as required by County's Prompt Payment Ordinance (Section 1-51.6, Broward County Code of Ordinances, as it may be amended), ninety percent (90%) of the total fees shown to be due on such statement. When the services

to be performed on each phase or task of the Project or Work Authorization are fifty percent (50%) complete and upon written request by Consultant, the Contract Administrator shall authorize that subsequent payments for each such phase or task may be increased to ninety-five percent (95%) of the total fees shown to be due on subsequent statements, unless the County has a good faith dispute regarding the work performed. No amount shall be withheld from payments for Reimbursables, Construction Administration Services, or Construction Services. To the extent retainage was withheld on Construction Administration Services or Construction Services, Consultant may make written request for its release through an invoice, which County shall timely pay unless County has grounds pursuant to the Agreement for withholding the payment of retainage. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement.

5. Section 10.3 of the Agreement is deleted in its entirety and replaced with the following (underlining omitted):

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

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

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

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

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2581 JCHAMBERS@BROWARD.ORG, 2200 SW 45<sup>TH</sup> STREET, SUITE 101, DANIA BEACH, FL 33312.**

10.3.1 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultants that are related to this Agreement. Consultant and its Subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Consultant and its Subconsultants shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Consultant or its Subconsultant, as applicable, shall make same available at no cost to County in written form.

Consultant and its Subconsultants shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement 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. County audits and inspections pursuant to this

section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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 the Consultant 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 the County by the Consultant in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Consultant.

Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

6. Exhibit B to the Agreement (inclusive of amendments thereto, namely Exhibits B-1 through B-6) is hereby deleted in its entirety and replaced with Exhibit B attached hereto and made a part of this Seventh Amendment. As of the effective date of this Seventh Amendment, all references to Exhibit B, inclusive of any amendment to Exhibit B (namely Exhibits B-1 through B-6), in the Agreement shall refer to the form of Exhibit B attached to this Seventh Amendment.

7. In the event of any conflict or ambiguity between this Seventh Amendment and the Agreement, the Parties agree that this Seventh Amendment shall control.

8. The Agreement and this Seventh Amendment incorporate and include 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 hereof that are not contained in the Agreement and this Seventh Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Seventh Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board of Commissioners action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and The Urban Group, Inc., signing by and through its duly authorized representatives.

**COUNTY**

ATTEST:

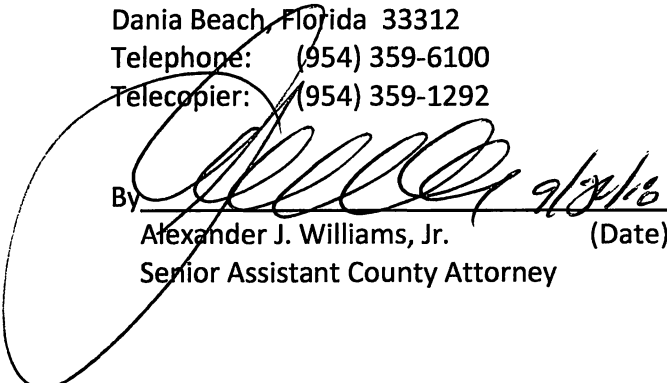
BROWARD COUNTY, by and through its  
Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 S.W. 45 Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By  9/14/18  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

AJW  
TUG Amd  
09/14/2018  
#12-071.41, #379120.1

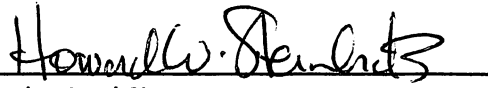
**SEVENTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY  
AND THE URBAN GROUP, INC. FOR CONSULTANT SERVICES FOR NOISE MITIGATION  
PROGRAM ASSISTANCE FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**CONSULTANT**

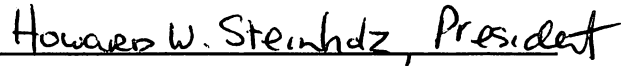
WITNESSES:

THE URBAN GROUP, INC.

  
\_\_\_\_\_  
Signature

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


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

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

  
\_\_\_\_\_  
Signature

18 day of Sept., 2018

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

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

(CORPORATE SEAL OR NOTARY)



**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - FIELD OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** THE URBAN GROUP, INC.

	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.72	(\$/HR)
Program Controls Manager	\$63.50		2.72	\$172.72
Financial Specialist	\$59.38		2.72	\$161.51
Homeowner Coordinator	\$37.15		2.72	\$101.04
Secretary/Receptionist	\$25.64		2.72	\$69.75
Administrative Assistant	\$22.22		2.72	\$60.44
EDCS Data Entry Specialist	\$25.64		2.72	\$69.75

Multiplier of 2.72 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (147.25)%  
FRINGE = HOURLY RATE X FRINGE (X.XX)%  
OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10)%

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

2.72

CONSULTANT

Howard W. Steinberg  
Name/Title President

Date: 9/20/2018

COUNTY

[Signature]  
Contract Administrator

Date: 9/24/13



**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - HOME/CORPORATE OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** THE JONES PAYNE GROUP

	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.90	(\$/HR)
Architect of Record	\$88.49		2.90	\$256.63
Project Architect	\$54.61		2.90	\$158.36
Senior Design Manager	\$42.75		2.90	\$123.97
Cost Estimator	\$35.27		2.90	\$102.29
Senior Job Captain	\$33.14		2.90	\$96.11
Drafter/Tech Support II	\$25.64		2.90	\$74.37
Quality Control	\$58.78		2.90	\$170.48
Scheduler	\$49.16		2.90	\$142.56
Database/GIS Manager	\$46.09		2.90	\$133.66
GIS Developer/Analyst	\$44.75		2.90	\$129.76
Database Technician	\$33.79		2.90	\$98.00
Specification Writer	\$66.26		2.90	\$192.16

Multiplier of 2.90 is calculated as follows:


OVERHEAD = HOURLY RATE X OVERHEAD (163.63)%

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

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

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

2.90

**CONSULTANT**  
  
Name/Title **PRESIDENT**

**COUNTY**  
  
Contract Administrator

Date: 9/20/18

Date: 9/24/18

**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - FIELD OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** THE JONES PAYNE GROUP

	MAXIMUM HOURLY RATE	X	MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.85		(\$/HR)
Principal Program Director	\$71.60		2.85		\$204.06
Program Manager	\$58.78		2.85		\$167.54
Senior Design Manager	\$42.75		2.85		\$121.83
Senior Job Captain	\$33.14		2.85		\$94.45
Drafter/Tech Support II	\$25.64		2.85		\$73.08
Homeowner Coordinator	\$37.95		2.85		\$108.16
Data & Quality Control Specialist	\$42.75		2.85		\$121.83
Construction Manager	\$72.75		2.85		\$121.83
Construction Administrator	\$40.24		2.85		\$114.69

Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (159.00)%

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


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

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

2.85

**CONSULTANT**

**COUNTY**

 **PRESIDENT**  
 Name/Title

  
 Contract Administrator

Date: 9/20/18

Date: 9/24/18

**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - HOME/CORPORATE OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** LANDRUM & BROWN, INC.

	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.90	(\$/HR)
Acoustical Manager	\$79.31		2.90	\$230.01
Acoustical Technician	\$41.89		2.90	\$121.49
Consultant	\$30.51		2.90	\$88.49
Analyst	\$20.55		2.90	\$59.59
Project Administrator	\$24.92		2.90	\$72.27
Corporate Support	\$36.87		2.90	\$106.92

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (163.63)%

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


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


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

2.90

**CONSULTANT**

**COUNTY**

  
 Name/Title: Mark A. Perryman, CEO  
 Date: 9/24/18

  
 Contract Administrator  
 Date: 9/24/18







**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - HOME/CORPORATE OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** GARTEK ENGINEERING, INC.

	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.90	(\$/HR)
Principal	\$66.80		2.90	\$193.73
Project Manager	\$56.83		2.90	\$164.80
Structural/Civil Engineer	\$44.89		2.90	\$130.18
Sr. Mechanical Engineer	\$39.82		2.90	\$115.49
Mechanical Engineer	\$36.34		2.90	\$105.39
Sr. Electrical Engineer	\$39.82		2.90	\$115.49
Electrical Engineer	\$34.29		2.90	\$99.45
Administrative Support	\$20.79		2.90	\$60.30
Resident Inspector	\$35.03		2.90	\$101.58
CADD Tech	\$27.38		2.90	\$79.39

Multiplier of 2.90 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (163.63)%

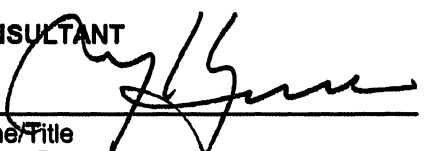
FRINGE = HOURLY RATE X FRINGE (X.XX)%

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

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

**2.90**

**CONSULTANT**

  
Name/Title  
Mel F. Garcia, P.E., LEED AP - Vice President  
Date: September 20, 2018

**COUNTY**

  
Contract Administrator

Date: 9/24/18





**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - HOME/CORPORATE OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** AIRQUEST ENVIRONMENTAL, INC.

	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.59	(\$/HR)
Project Director	\$44.36		2.59	\$114.89
Project Manager (Environmental Professional)	\$44.36		2.59	\$114.89
Project Manager (Licensed Asbestos Consultant)	\$44.36		2.59	\$114.89
Field Manager	\$35.96		2.59	\$93.15
Field Manager (Environmental Scientist)	\$35.96		2.59	\$93.15
Field Technician	\$30.92		2.59	\$80.08
Field Technician (Asbestos Inspector)	\$30.92		2.59	\$80.08
Field Technician (Asbestos Project Monitor)	\$30.92		2.59	\$80.08
Documentation Manager	\$21.37		2.59	\$55.36

Multiplier of 2.59 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (135)%

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

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

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

2.59

CONSULTANT Trael Boyle  
Trael Boyle  
Name/Title President

COUNTY \_\_\_\_\_

[Signature]  
Contract Administrator

Date: 9/20/18

Date: 9/24/13



**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - HOME/CORPORATE OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** THE ASHVINS GROUP, INC.

	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.35	(\$/HR)
Copywriter	\$53.44		2.35	\$125.57
Public Relations Director	\$64.02		2.35	\$150.45
Web Developer	\$64.02		2.35	\$150.45

Multiplier of 2.35 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (113.64)%

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

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

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

2.35

**CONSULTANT**

Lynn Hilt Lynn Hilt President/CEO  
 Name/Title

Date: 9/20/2018

**COUNTY**

[Signature]  
 Contract Administrator

Date: 9/24/18

**AMENDED EXHIBIT "B"**  
**Amendment 7**  
**SALARY COSTS - HOME/CORPORATE OFFICE**

**Project No:** RLI# 2004-1118-0-AV-01  
**Project Title:** Residential Sound Insulation Program Services  
**Consultant/Sub Consultant Name:** LAKDAS / YOHALEM ENGINEERING INC.

	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
TITLE	(\$/HR)		2.85	(\$/HR)
Project Engineer	\$42.00		2.85	\$119.70
Engineer	\$40.00		2.85	\$114.00
Inspector	\$35.00		2.85	\$99.75

Multiplier of 2.85 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (159.00)%

FRINGE = HOURLY RATE X FRINGE (30.35)%

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

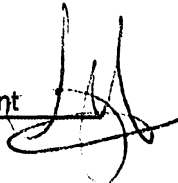
MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**2.85**

**CONSULTANT**

Lakdas Nanayakkara / President  
Name/Title

Date: 9/21/2018



**COUNTY**

Contract Administrator

Date:



9/24/18