

**FIRST AMENDMENT TO PHASED AGREEMENT BETWEEN BROWARD COUNTY AND THE WEITZ COMPANY, LLC, FOR BROWARD COUNTY'S REPRESENTATIVE SERVICES FOR BROWARD COUNTY CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL**

This First Amendment to an agreement (First Amendment) between Broward County, a political subdivision of the State of Florida ("County"), and The Weitz Company, LLC, an Iowa limited liability company authorized to transact business in the State of Florida ("Broward County's Representative" or "BCR"), is entered into effective as of the date this First Amendment is fully executed by the Parties (County and BCR are collectively referred to as "Parties" and individually as a "Party").

**RECITALS**

- A. County and BCR entered into an agreement dated September 22, 2015, for owner representative services for County's development of the Convention Center Headquarters Hotel ("Hotel") and expansion of the Broward County Convention Center (the "Agreement"); and
- B. County and BCR desire to amend the Agreement to provide for additional Phase I services and the compensation for such services, to update the list of BCR's Subconsultants approved by County, and to update other terms and conditions of the Agreement.
- C. Amendments are indicated herein through strikethroughs to indicate deletions and underlining to indicate additions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1.2 of the Agreement is hereby amended as follows:
  - 1.2 **Contract Administrator:** ~~The Director of Finance and Administrative Services Department~~ Assistant Director of Public Works Department, who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services. The County reserves the right to change the Contract Administrator at any time and will provide written notice of such change to Broward County's Representative.
2. Section 1.8 of the Agreement is hereby amended as follows:
  - 1.8 **Project:** Broward County Convention Center Expansion and Headquarters Hotel as described in Article 3, Exhibit A, and Exhibit A-1: Scope of Services.

3. Exhibit A attached to the Agreement is hereby amended by the addition of Exhibit A-1 delineating supplementary Phase I services. All references in the Agreement to Exhibit A shall include Exhibit A-1 and refer to the composite Exhibit A and Exhibit A-1.

4. Exhibit B attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit B-1, attached hereto and made a part hereof.

5. Section 3.4 of the Agreement is hereby amended as follows:

3.4 Broward County's Representative shall pay ~~its subconsultants~~, CBE subconsultants and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies, and shall pay all other subconsultants and suppliers within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. Broward County's Representative agrees that if it withholds an amount as retainage from subconsultants, or suppliers that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County.

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

5.1.2 Lump Sum Compensation. Compensation to Broward County's Representative for the performance of all Basic Services identified in Exhibits A and A-1 as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of ~~\$9~~ Six Million Eight Hundred Four Thousand Seven Hundred and Thirty-Two Dollars (\$6,804,732). The Lump Sum compensation for Basic Services shall be paid on a progress basis in accordance with Section 5.4.2, with the maximum fee amount for each phase set forth below:

<u>Phase</u>	<u>Hotel</u>	<u>Conv Ctr</u>	<u>Total Project</u>
<u>CCE Design</u>	\$ <u>0</u>	\$ <u>3,843,800</u>	\$ <u>0</u>
<u>CCE Construction</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>CCE Warranty</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>Hotel Design</u>	\$ <u>2,960,932</u>	\$ <u>0</u>	\$ <u>0</u>
<u>Hotel Construction</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>Hotel Warranty</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<b><u>Weitz Proposed Fee:</u></b>	<b>\$ <u>2,960,932</u></b>	<b>\$ <u>3,843,800</u></b>	<b>\$ <u>6,804,732</u></b>

7. Section 5.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.1.3 Optional Services. County has established an amount of Five Million Three Hundred Thousand Dollars (\$5,300,000) for Optional Services which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County. A Work Authorization for Optional Services shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum or combination thereof, applicable to that Work Authorization. The amount of Optional Services specified in this Section includes a pre-approved not-to-exceed amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) that the Contract Administrator is authorized to use, at his or her sole discretion, to issue construction phase Work Authorizations as necessary to meet Developer's proposed construction schedule for Convention Center enabling projects and other time critical infrastructure construction services. Use of these pre-approved Optional Services funds shall be contingent upon Contract Administrator's negotiation of the applicable construction phase scope of Work and issuance of a proper Work Authorization for the subject services.

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

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of ~~\$200,000~~ \$400,000 for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

9. Section 5.5.3 of the Agreement is hereby amended as follows:

5.5.3 Payment will be made to Broward County's Representative at:

THE WEITZ COMPANY  
ATTENTION: PETER JAKUBIEC CAROLYN DESANTI, CONTROLLER  
1214 SOUTH ANDREWS AVENUE, SUITE 302  
FORT LAUDERDALE, FL 33316.

10. Article 6, "OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES," Sections 6.4.1.1 through 6.4.1.3 of the Agreement are hereby deleted in their entirety and replaced with the following:

6.4.1.1 Approval by County of any Work Authorization for pre-approved early construction phase services as described above or any Work Authorization that will cost County less than Five Hundred Thousand Dollars (\$500,000) is delegated to the Contract Administrator and such Work Authorizations may be signed by Contract Administrator and Broward County's Representative, using the Work Authorization provided by County for that purpose.

6.4.1.2 Any Work Authorization outside of the Contract Administrator's authority as described in Section 6.4.1.1 must be approved by the Board and shall be prepared using the Work Authorization form provided by County for that purpose.

6.4.1.3 Not used.

11. Article 9 of the Agreement is hereby deleted in its entirety and replaced with the following language:

**ARTICLE 9 - EEO AND CBE COMPLIANCE**

**9.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.**

9.1.1 No party to this Agreement may discriminate on the basis of race, religion, age, color, sex, gender, national origin, pregnancy, or gender identity and expression in the performance of this Agreement. BCR shall include the foregoing or similar language in its contracts with any subcontractors or suppliers, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by BCR to comply with the foregoing requirements is a material breach of this Agreement that shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under applicable law, with all such remedies being cumulative.

9.1.2 BCR shall affirmatively comply with all provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, BCR shall take affirmative steps to ensure nondiscrimination against disabled persons in employment.

9.1.3 By execution of this Agreement, BCR represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from BCR all monies paid by County under this Agreement, and may result in debarment from County's competitive procurement activities.

**9.2 COUNTY BUSINESS ENTERPRISE or "CBE"**

9.2.1 BCR shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. BCR's failure to carry out any of the requirements of this article shall constitute a material breach of this Agreement that 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.

- 9.2.2 BCR shall meet the required CBE goal by utilizing the CBE firms listed in Exhibit C (or a CBE firm substituted for a listed firm, if permitted) for fifteen and one-half percent (15.5%) of total Services under this Agreement (the "Commitment"). The CBE goal established for this Agreement, including amendments, applies to the total Project, with the exception of Phase I.
- 9.2.3 In performing the Services, BCR shall utilize the CBE firms listed in Exhibit C 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, BCR shall enter into formal contracts with the CBE firms listed in Exhibit C and, upon request, shall provide copies of the contracts to the Contract Administrator and the Broward County Office of Economic and Small Business Development ("OESBD").
- 9.2.4 Each CBE firm utilized by BCR to meet the CBE goal must be certified by OESBD. BCR shall inform County immediately when a CBE firm is not able to perform or if BCR believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of BCR to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, BCR 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, BCR shall notify County, and OESBD may adjust the CBE goal by written notice to BCR. BCR shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.
- 9.2.5 The Parties stipulate that if BCR fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If BCR fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that BCR failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, BCR shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which BCR 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 BCR's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Sub where the OESBD Program Director has determined that such inability is due to no fault of BCR, shall not be deemed a failure by BCR to meet the Commitment.

- 9.2.6 BCR acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances that shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to BCR and shall include a deadline for BCR to notify County in writing if BCR concludes that the modification exceeds the authority under this section. Failure of BCR to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by BCR.
- 9.2.7 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. BCR 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.
- 9.2.8 BCR shall provide written monthly reports to the Contract Administrator attesting to BCR's compliance with the CBE goal stated in this article. In addition, BCR shall allow County to engage in onsite reviews to monitor BCR's progress in achieving and maintaining BCR'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.
- 9.2.9 The Contract Administrator may increase allowable retainage or withhold progress payments if BCR fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid"

provision in a BCR contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

12. Exhibit C, CBE Participation Documents, attached to the Agreement, is hereby deleted in its entirety and replaced with Exhibit C, Schedule of CBE Participants, attached hereto and made a part of this Amendment.
13. Exhibit C-1, Schedule of Subconsultant Participation, attached to the Agreement, is hereby deleted in its entirety and replaced with Exhibit C-1 attached hereto and made a part of this Amendment.
14. Section 10.7, "Assignment and Performance," of the Agreement is hereby deleted in its entirety and replaced with the following:

10.7 Assignment.

10.7.1 Assignment or Transfer of Right or Interest in Agreement. Except for subcontracting set forth on Exhibit C-1 or otherwise approved in writing by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, pledged or encumbered by BCR, including by change of control, consolidation, dissolution, or operation of law, without the prior written consent of County, which consent shall be in County's sole discretion. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void. If BCR violates this provision, County shall have the right to immediately terminate this Agreement, in addition to any remedies at law or in equity.

10.7.2 Change in Control. For purposes of this Agreement, "change in control" shall mean the occurrence of any one or more of the following:

- A. For corporations: (i) the transfer, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of fifty percent (50%) or more of the shares of the outstanding common stock, whether by merger (whether the surviving or disappearing entity), consolidation, sale or other transfer of shares of common stock (other than a merger or consolidation where the stockholders prior to the merger or consolidation are the holders of a majority of the voting securities of the entity that survives such merger or consolidation), or (ii) a sale of all or substantially all of the assets of the corporation.
- B. For limited liability companies: (i) the transfer, whether directly, indirectly, beneficially or of record, by any individual, entity, or group of fifty percent (50%) or more of the membership interest,

whether by merger (whether the surviving or disappearing entity), consolidation, sale, or other transfer of membership interests (other than a merger or consolidation where the members prior to the merger or consolidation are the holders of a majority of the membership interest of the entity that survives such merger or consolidation); (ii) a replacement of the more than fifty percent (50%) of the managers, or (iii) a sale of all or substantially all of the assets of the limited liability company.

C. For limited partnerships: a change in the General Partner (or a change in control of the General Partner).

10.7.3 Review of Documents. In order to determine whether to grant the consent required in Section 10.7.1, County shall have the right to evaluate, examine, and audit the financial records, litigation history, performance history, and references of any individual or entity which BCR requests to assign, transfer, or subcontract this Agreement or any right or interest in this Agreement ("Diligence Materials"). BCR shall provide the Diligence Materials within seven (7) days after written request by County. County will review the Diligence Material and provide a response to the request within ten (10) business days of receipt thereof. County's failure to timely respond shall not operate as consent.

10.7.4 Assignment Fee. Any requests that County consent to an assignment or transfer in accordance with this section shall be made in writing and shall include a fee payable by BCR to County in the amount of Ten Thousand Dollars (\$10,000) to compensate County for its administrative and legal costs associated with review of BCR's request for assignment or transfer. BCR shall provide to County a copy of the transfer/assignment or other agreement and a copy of the closing statement, and shall make payment of the fee provided in this section at the time of making its request for County's consent to the proposed assignment.

15. Section 10.12, "Notices," of the Agreement is hereby amended as follows:

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



FOR COUNTY:

~~Robert Miracle~~ Steve Hammond, AIA Contract Administrator  
~~CFO/Director~~ Assistant Director of Public Works Department  
~~Finance and Administrative Services Department~~  
115 South Andrews Avenue, Room ~~4515~~,  
Fort Lauderdale, FL 33301

FOR BROWARD COUNTY'S REPRESENTATIVE:

~~Peter Jakubiec~~ Derek Bixby, Project ~~Executive~~ Manager  
1214 South Andrews Avenue, Suite 302  
Fort Lauderdale, FL 33316  
Email: ~~peter.jakubiec@weitz.com~~ derek.bixby@weitz.com

16. Section 10.14, "Interpretation," of the Agreement is hereby amended as follows:

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

17. Section 10.22, Materiality and Waiver of Breach, of the Agreement is hereby amended as follows:

10.22 Materiality and Waiver of Breach. County and Broward County's Representative agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the ~~p~~Parties, ~~in exchange for quid pro quo, that.~~ Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof 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.

18. Section 10.31, "Representation of Authority," of the Agreement is hereby deleted in its entirety and replaced with a new Section 10.31, Representations follows:

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

19. The following new Section 10.34 is added to the Agreement as follows:

10.34 Warranty of Performance. BCR 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 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. BCR 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.

20. The following new Section 10.35 is hereby added to the Agreement as follows:

10.35 Representation of Capability. BCR represents and warrants that it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Agreement; that it is able to furnish the services set forth in the Scope of Services; that BCR is experienced in and competent to perform those services; and that BCR is qualified to perform those services and is authorized to do business in the State of Florida.

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

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

23. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
24. Preparation of this First 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.
25. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
26. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2019, and The Weitz Company, LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

County

ATTEST:

Broward County, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

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

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

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

JSS/AMT:dp  
Weitz First Amendment  
05/21/19  
#70095

FIRST AMENDMENT TO PHASED AGREEMENT BETWEEN BROWARD COUNTY AND THE WEITZ COMPANY, LLC, FOR BROWARD COUNTY'S REPRESENTATIVE SERVICES FOR BROWARD COUNTY CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL

The Weitz Company, LLC

WITNESSES:

The Weitz Company, LLC, an Iowa Limited Liability Company

Marie Sact

Signature

By: Dennis Gallagher  
Authorized Signor

MARIE SACT

Print Name of Witness above

Dennis Gallagher Exec. V.P.  
Print Name and Title

Derek Bixby

Signature

20 day of May, 2019

Derek Bixby

Print Name of Witness above

ATTEST:

Carolyn DeStefano

Corporate Secretary or other person authorized to attest

(Corporate Seal or Notary)

**EXHIBIT A-1**  
**SCOPE OF SERVICES**  
**BROWARD COUNTY CONVENTION CENTER EXPANSION**  
**AND HEADQUARTERS HOTEL**

**1. BASIC SERVICES**

1.01 Under the terms and conditions set forth in the Agreement, Broward County's Representative ("BCR") shall provide or cause to be provided the following additional Basic Services during the pre-construction phases of:

- A. The Convention Center Expansion (including both eastward and westward expansions);
- B. Enabling Project 1: New Central Energy Plant to serve Project A;
- C. Enabling Project 2: Modifications to the Convention Center parking facility;
- D. Enabling Project 3: Modifications to 18th Street; and
- E. The Headquarters Hotel.

**1.02 ADMINISTRATIVE BASIC SERVICES**

- A. **DESIGN PHASE COORDINATION.** BCR shall serve as an extension of the Contract Administrator's staff. BCR shall serve as the Contract Administrator's representative and participate as such in all project team activities (including, but not limited to, meetings, negotiations, presentations, site visits, tests, and investigations) in conjunction with project manager(s) and other Contract Administrator staff. Contract Administrator acknowledges that BCR is not a licensed design professional and that County will need to engage a licensed design professional for any service which requires a design professional.
- B. **DOCUMENTATION AND COMMUNICATION PROCEDURES.** Upon Contract Administrator's request, BCR shall meet with the Contract Administrator to review design and construction phase project procedures and report formats. BCR shall then develop and, upon Contract Administrator's approval, implement project standards (including forms, report formats, and workflow diagrams) for documentation and communication between Developer's team, hotel operator, convention center operator, BCR, Contract Administrator, various County agencies, various external entities (including utility providers and authorities having jurisdiction) participating in the Project, and other Contract Administrator provided consultants. BCR shall provide

guidance and technical support with respect to the implementation of design phase procedures by all parties.

- C. CONTRACT DOCUMENT PREPARATION AND REVIEW. Upon request of the Contract Administrator, BCR shall assist the Contract Administrator in preparation and review of agreements, amendments, and other contractual instruments proposed for Developer's team and other consultants or project participants.
- D. DESIGN TEAM PROGRESS MEETINGS. BCR shall attend design progress meetings in conjunction with the Contract Administrator, Developer, Developer's team and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and noted. BCR shall review and approve minutes of these meetings before they are distributed to all attendees and all other appropriate parties.
- E. UPDATE AND COORDINATION MEETINGS. BCR shall attend update and coordination meetings as may be scheduled with Developer, County Administrator, and County staff by the Contract Administrator.
- F. NON-CONFORMING WORK AND EXERCISE OF CONTRACT PREROGATIVES. BCR shall, in conjunction with the Contract Administrator's staff, monitor the progress and quality of Developer's project team members' work including adherence to project schedule and budget. BCR shall make recommendations for corrective action to the Contract Administrator in instances where BCR observes work that, in its opinion, is defective, incomplete, or otherwise not in conformance with the development agreement. When appropriate, BCR shall advise, make recommendations, and assist in the Contract Administrator's implementation of corrective contract prerogatives (which include, but are not limited to, such action as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Developer failings, withholding payment for cause, and other prerogatives when required in an effort to achieve contract compliance).
- G. MONITOR DESIGN SCHEDULE. BCR shall assist with expediting the flow of information between the Contract Administrator, Developer, and other parties. BCR shall monitor Developer's design phase schedule, apprise the other team members in writing when actual or potential constraints to achieving the design phase schedule goals arise, and make written recommendations for corrective action when necessary.
- H. MONTHLY PROJECT STATUS REPORT. BCR shall prepare and submit a monthly project status report at times designated by the Contract Administrator to coincide with Developer's payment cycle ("Project Status Report") which shall include:

- a. PROJECT SUMMARY COST STATUS REPORT. BCR shall submit a monthly project summary cost status report reflecting actual current cost and projected project cost compared to budgeted project cost.
- b. MONTHLY SCHEDULE UPDATE. BCR or its scheduling consultant shall review Developer's submitted monthly schedule update and prepare and distribute an analysis of Developer's schedule update to the Contract Administrator. After an evaluation of the actual progress as observed by BCR, BCR and Developer shall assign percentage-complete values to schedule activities that reflect actual progress as compared to schedule progress and note variances between the two with recommendations for corrective action. This report shall also be the basis for determining implementation of corrective action by Contract Administrator concerning progress of the Project, when required.
- c. MONTHLY DEVELOPER PAYMENT REQUEST. BCR shall review and make recommendations pertaining to each monthly payment request made by Developer. If it should later be found that Developer has failed to comply with the provisions of its Agreement with County in any way or detail, such failures and subsequent compliance shall be the sole responsibility of Developer. By issuing a Certificate for Payment and by processing applications for payment, BCR shall not be deemed to represent that it has made any examination to ascertain how and for what purpose Developer has used the previous monies paid.
- d. MONTHLY PAYMENT REPORT. In conjunction with its monthly schedule update, BCR shall prepare and distribute the monthly payment report, which shall reflect the total contract price (of Developer's respective design agreements, work authorizations and development agreement(s)), Developer's payment to date, current payment requested, retainage, and actual amounts owed for the current period ("Monthly Payment Report"). This Monthly Payment Report shall include a certificate of payment which will be executed by BCR and Developer and transmitted to the Contract Administrator for use in the Contract Administrator's internal accounting system and payment to the Contractor.
- e. DESIGN PHASE CHANGE ORDER REPORT. BCR shall generate and distribute a report that reflects all actual design phase change orders as of the date of the report and their net effect on the original project budget.
- I. ELECTRONIC WORK PLATFORM. Within sixty (60) days following its receipt of the Contract Administrator's Notice to Proceed with the schematic design phase basic services listed below, BCR shall provide and maintain an electronic work platform for project team document management acceptable to the Contract Administrator.



- J. PROJECT RECORD DOCUMENTS. BCR shall retain and manage all project records in an electronic format, with the appropriate software capabilities and organizational structure acceptable to the Contract Administrator.
- K. PROJECT LIAISON FOR THE CONVENTION CENTER. BCR shall act as a liaison between Project participants in matters that impact the Broward County Convention Center. These activities include, but are not limited to, on-site investigation and observation coordination, meeting coordination, document distribution, and schedule coordination.
- L. PUBLIC RELATIONS ACTIVITIES. Upon request of the Contract Administrator, BCR shall assist in development and conduct of public information activities including, but not limited to, preparation of project information and participation in related County and public meetings.

#### 1.03 SCHEMATIC DESIGN PHASE BASIC SERVICES

- A. CONSTRUCTION MARKET SURVEY. Prior to Developer's provision of a proposed Guaranteed Maximum Price ("GMP") as determined by Developer's project schedule, BCR shall conduct and submit to Contract Administrator a local construction market survey to obtain current information concerning the general construction backlog among contractors and primary subcontractor disciplines/trades, current and pending labor contracts, local conditions and practices, and other economic factors that may affect the County's establishment of a GMP or pricing of other aspects of a comprehensive development agreement with Developer. The survey will serve to confirm Developer's representation of current construction prices.
- B. PROVISIONAL MASTER SCHEDULE. Within thirty (30) days of Contract Administrator's notice to proceed, BCR shall review Developer's project schedule and shall prepare, with the Contract Administrator, a provisional master schedule. The provisional master schedule shall overlay Developer's schedule with key milestones to be accomplished by the Contract Administrator, BCR, convention center operator, and other Project participants not directly associated with Developer. Once the provisional master schedule is defined, a more comprehensive list of critical dates shall be prepared and maintained by BCR for the duration of the Project.
- C. PROJECT BUDGET. Within thirty (30) days of Contract Administrator's Notice to Proceed, BCR shall review the program of requirements, site constraints, findings of the construction market survey, the Contract Administrator's schedule goals, and budget data in existence and assist the Contract Administrator's development of the project budget based on this data and BCR's historical cost data, and submit a review of the budget to the Contract Administrator indicating (1) shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the program of

requirements if necessary. Upon balancing the budget with the program of requirements and Developer's design, BCR shall present its Project budget recommendations to the Contract Administrator.

- D. PROJECT COST MODEL. Within thirty (30) days after County's establishment of an approved project budget, BCR shall prepare and submit to Contract Administrator a review of the various building components, Developer and hotel operator services, and other forecast project expenses budgeted ("Project Cost Model"). The Project Cost Model shall then be used by BCR as the basis of cost monitoring throughout the design phase.
- E. PRELIMINARY COST STUDIES. At times designated by Contract Administrator to coincide with receipt of cost documentation from Developer, BCR shall review Developer's preliminary cost proposals on various programmatic and design alternatives and submit recommendations timely to assist Contract Administrator's determination of the optimum cost benefit design approach.
- F. FEASIBILITY STUDIES. BCR shall work with the Contract Administrator and others to conduct and review feasibility studies that will incorporate, in addition to a financial pro forma evaluation, other factors such as increased efficiency, added life, reduced maintenance and energy costs, and operational costs if requested by the Contract Administrator.
- G. BUILDING INFORMATION MODELING. When requested, BCR shall assist the Contract Administrator in developing the Building Information Model ("BIM") project execution plan and in developing the BIM-related contract language for the development agreement.
- H. ENHANCED COMMISSIONING. BCR shall implement and document U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") rating system credit required for enhanced commissioning services for LEED certification of building. Enhanced commissioning services include performing milestone design reviews of the contract documents during the design process from the standpoint of ease of installation, clarity of startup sequence, and optimized performance of equipment and systems.

#### 1.04 DESIGN PHASE BASIC SERVICES

- A. DESIGN COMPLIANCE WITH CONSULTANT PRE-DESIGN SUBMITTAL. BCR shall monitor and review the development of the design documents for compliance with

Developer's pre-design submittal including the County-approved building program and shall report variances to Contract Administrator upon discovery.

- B. COST MANAGEMENT PROCEDURES. When design or programmatic changes are considered, BCR shall promptly advise the Contract Administrator of the cost implications and if approved by the Contract Administrator in writing, the changes shall be recorded and the cost effect shall be documented by Contract Administrator in the form of a design phase change order, contract price element adjustment memorandum ("CPEAM") or other instrument of the Contract Administrator's choosing.
- C. DESIGN AND CONSTRUCTABILITY REVIEWS. Upon receipt of each Developer submittal (schematic, design development, fifty percent (50%) construction documents ("CDs") and one hundred percent (100%) CD's, BCR shall review the in-progress design documents for adherence to the program requirements including constructability, sustainability, energy efficiency, appropriate technology, engineering and design specialty, site constraints, functional analysis, best practices, schedule, and cost. This review shall be provided at the schematic design phase and all succeeding design phases. BCR's comments shall be provided in writing and as notations on the submittal documents, and shall be provided within the constraints of the project schedule time frames for review. Items included in review from BCR's consultants shall consist of roof, envelope, waterproofing, landscaping, and site and parking garages. BCR's design and constructability reviews shall be provided within the time frames specified in Developer's project schedule as approved by Contract Administrator.
- D. COORDINATION REVIEW. BCR shall review Developer's design consultant's one hundred percent (100%) CD submissions and provide written comments on the coordination by Developer's design consultant of various disciplines, including civil, life safety, architectural, interiors, landscaping, structural, mechanical, electrical, communications, security, plumbing, BIM/VDC and Enhanced Commissioning. BCR's review and written comments shall be provided within time frames specified in Developer's project schedule as approved by Contract Administrator.
- E. COORDINATE DESIGN COMMENTS. BCR shall assist with coordination between Developer and the Contract Administrator's representatives (including, but not limited to, convention center operator and associated subcontractors/vendors) and County's Facilities Maintenance, Enterprise Technology Services, Risk Management, Communications, Seaport Engineering and Construction, Highway Engineering and Construction, Traffic Engineering and Construction Management divisions in an effort to obtain the proper flow of information. BCR shall assist with coordinating the design reviews at the schematic design, design development, fifty percent (50%) CDs and one hundred percent (100%) CDs phases, and shall compile and expedite the Contract

Administrator's comments to Developer. This work shall be conducted within the time frames of the approved project schedule.

- F. EXPEDITE AGENCY REVIEWING AND APPROVALS. Upon Contract Administrator's request, BCR shall assist in securing and transmitting appropriate documents to the various approval agencies.
- G. REVIEW MANAGEMENT PLAN. During the design phase, BCR shall periodically review BCR's management plan and distribute comments to the Contract Administrator, Developer, and other appropriate parties.
- H. REVIEW MASTER SCHEDULE. During the design phase, BCR shall periodically review the provisional master schedule and distribute comments to the Contract Administrator, Developer, and other appropriate parties.
- I. PROJECT ANTICIPATED COST. BCR shall review documents concerning the Project's anticipated construction and construction-related costs, and appropriate contingencies. This information shall be prepared in a format approved by the Contract Administrator.
- J. SCHEMATIC DESIGN ESTIMATES. BCR shall review Developer's schematic design estimates and Developer's guaranteed maximum price ("GMP") and cost/budget limitation format, in accordance with the development agreement at the conclusion of Phase I. BCR's review of Developer's Schematic Design Estimate shall be accompanied by a report to the Contract Administrator and Developer identifying variances with the original budget and if required, make recommendations for appropriate corrective action.
- K. DESIGN DEVELOPMENT ESTIMATE. BCR shall review Developer's design development estimates in GMP and cost/budget limitation format at the conclusion of the design development phase. BCR's review of Developer's design development estimate shall be accompanied by a report to the Contract Administrator and Developer identifying variances with the original budget and making recommendations for appropriate corrective action.
- L. FIFTY PERCENT (50%) CONSTRUCTION DOCUMENT ("CD") ESTIMATE. BCR shall review Developer's fifty percent (50%) CD estimates in GMP and cost/budget limitation format at the conclusion of the fifty percent (50%) CD phase. BCR's review of Developer's fifty percent (50%) CD estimate shall be accompanied by a report to the

Contract Administrator and Developer identifying variances with the original budget and making recommendations for appropriate corrective action.

- M. ONE HUNDRED PERCENT (100%) CD ESTIMATE. BCR shall review Developer's one hundred percent (100%) CD estimate in GMP and Cost/Budget Limitation format at the conclusion of the one hundred percent (100%) CD phase. BCR's review of Developer's one hundred percent (100%) CD estimate shall be accompanied by a report to the Contract Administrator and Developer identifying variances with the original budget and making recommendations for appropriate corrective action.
- N. COST ADJUSTMENT SESSIONS. As an additional or optional service not included in the basic services described herein, should a significant variance be detected on the schematic design estimate, design development estimate, fifty percent (50%) CD estimate, one hundred percent (100%) CD estimate, BCR shall conduct a cost adjustment session with the design consultant and the Contract Administrator. At the conclusion of this session, BCR and Contract Administrator may request commitments from Developer for adjustments to the design documents. Upon submittal of adjusted design documents, BCR shall prepare a confirmation schematic design estimate, design development estimate, fifty percent (50%) CD estimate, and one hundred percent (100%) CD estimate, and submit the estimates to the Contract Administrator and to Developer.
- O. COST MONITORING. BCR shall monitor the cost of the design in each phase. BCR shall maintain dialogue with Developer and provide cost information at the project meetings and on an as-needed basis.
- P. PUBLIC ART ACTIVITIES. As requested by Contract Administrator, BCR shall help integrate artist(s) into the project team and provide assistance as necessary. BCR shall also assist the Contract Administrator and Developer with art proposal reviews, budgeting, estimating verifications, materials, research, and other support necessary to facilitate art project integration.
- Q. DIRECT MATERIAL PURCHASE. BCR shall assist the Contract Administrator's development of a direct owner purchase ("DOP") program by participating the development and implementation of a project-specific DOP process that will ensure proper identifying, specifying, purchasing, and assuring delivery of building components which may be provided by the County as a direct material purchase, and provide long lead item coordination to facilitate acquisition.
- R. CONSTRUCTION PHASING: BCR shall monitor Developer's planning for construction phases and sequencing and make recommendations to the Contract Administrator and Developer regarding appropriate phasing of the construction work, impact on the

schedule, and the impacts to existing facilities and their continued operation during construction.

- S. BUILDING INFORMATION MODELING. BCR shall assist the Contract Administrator in further development of the BIM project execution plan, help establish BIM model protocols including advising the Contract Administrator as to proper file formats, expected levels of development, authorized uses and assignment of responsibility, provide input as to facility operations phase utilization of BIM modeling, Construction Operations Building information exchange, and other BIM products, conduct design reviews for maintenance and constructability, evaluate the BIM model once created after schematic design, design development, and construction document phases, make recommendations to the Contract Administrator, and assemble and distribute comments to Developer.
- T. ENHANCED COMMISSIONING: BCR shall implement and document U.S. Green Building Council, LEED rating system credit required for enhanced commissioning activities for LEED certification of building. Services include performing milestone design reviews of the contract documents during the design process from the standpoint of ease of installation, clarity of startup sequence, and optimized performance of equipment and systems.

**End of Exhibit A-1**

**Professional Services Agreement**  
**EXHIBIT B**  
**SALARY COSTS**

Project No: RFP No. R1324608P1  
 Project Title: Convention Center Expansion and Headquarters Hotel  
 Broward County's Representative/  
 (Prime) THE WEITZ COMPANY, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Accountant I	\$28.84		2.31		\$66.62
Accounting Supervisor	\$40.75		2.31		\$94.13
Admin Assistant I	\$24.45		2.31		\$56.48
Admin Assistant II	\$28.84		2.31		\$66.62
Admin Assistant III	\$34.48		2.31		\$79.65
Associate Counsel	\$104.50		2.31		\$241.40
Assistant Project Engineer	\$34.48		2.31		\$79.65
Assistant Project Manager	\$51.23		2.31		\$118.34
Chief Estimator	\$89.57		2.31		\$206.91
Construction Model Manager	\$51.23		2.31		\$118.34
Cost Analyst II	\$62.40		2.31		\$144.14
Estimator II	\$51.23		2.31		\$118.34
Estimator III	\$62.40		2.31		\$144.14
Insurance Manager	\$75.54		2.31		\$174.50
Jobsite Secretary	\$20.69		2.31		\$47.79
Legal / Claims Admin	\$34.48		2.31		\$79.65
Preconstruction Mgr. I	\$62.40		2.31		\$144.14
Preconstruction Mgr. II	\$75.54		2.31		\$174.50
Project Engineer II	\$51.23		2.31		\$118.34
Project Executive	\$104.50		2.31		\$241.40
Project Manager I	\$62.40		2.31		\$144.14
Project Manager II	\$75.54		2.31		\$174.50
Project Superintendent I	\$62.40		2.31		\$144.14
QA/QC Inspector	\$51.23		2.31		\$118.34
Scheduler / Planner II	\$62.40		2.31		\$144.14
Scheduler / Planner III	\$75.54		2.31		\$174.50
Sr. Estimator	\$75.54		2.31		\$174.50
Sr. Preconstruction Manager	\$89.57		2.31		\$206.91
Sr. Project Manager	\$89.57		2.31		\$206.91

Sr. Project Superintendent	\$89.57		2.31		\$206.91
Sr. QA/QC Manager	\$75.54		2.31		\$174.50
QA/QC Manager	\$67.70		2.31		\$156.39
Sr. Scheduler / Planner	\$89.57		2.31		\$206.91
VDC Director	\$89.57		2.31		\$206.91
VDC Manager I	\$62.40		2.31		\$144.14

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110)% (SAFE HARBOR)

FRINGE = HOURLY RATE X FRINGE (INCLUDED WITHIN SAFE HARBOR ABOVE) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE 2.31



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EXHIBIT B SALARY COSTS					
Project No.:	RFP No. R1324608P1				
Project Title:	BROWARD COUNTY CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL				
Subconsultant:	CHEN MOORE AND ASSOCIATES, INC.				
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$68.50		2.92		\$200.02
Senior. Project Manager	\$51.37		2.92		\$150.00
Senior Engineer	\$42.81		2.92		\$125.00
Project Engineer	\$39.61		2.92		\$115.71
Engineer	\$31.25		2.92		\$91.29
Senior Engineering Inspector	\$46.47		2.92		\$135.75
Inspector	\$27.14		2.92		\$79.28
Senior Landscape Architect	\$49.68		2.92		\$145.12
Landscape Architect	\$34.66		2.92		\$101.25
Landscape Designer	\$24.00		2.92		\$70.11
Senior Technician	\$34.41		2.92		\$100.52
Technician	\$26.78		2.92		\$78.23
Clerical	\$29.75		2.92		\$86.90

OVERHEAD = HOURLY RATE X OVERHEAD (135.79)%

FRINGE = HOURLY RATE X FRINGE (29.77) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE 2.92

EXHIBIT B SALARY COSTS					
Project No.:	RFP No. R1324608P1				
Project Title:	BROWARD COUNTY CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL				
Subconsultant:	MILLER LEGG				
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Project Manager	\$67.00		2.99		\$200.33
Sr Project Manager - Environmental	\$67.00		2.99		\$200.33
Project Manager	\$50.17		2.99		\$150.01
Senior Engineer	\$50.17		2.99		\$150.01
Engineer II	\$36.00		2.99		\$107.64
Engineer I	\$33.00		2.99		\$98.67
Designer	\$28.00		2.99		\$83.72
Construction Specialist	\$28.00		2.99		\$83.72
Scientist	\$28.00		2.99		\$83.72
Biologist	\$27.00		2.99		\$80.73
Environmental Specialist	\$22.00		2.99		\$65.78
Landscape Architect	\$43.00		2.99		\$128.57
Landscape Designer	\$32.00		2.99		\$95.68
Professional Surveyor	\$34.00		2.99		\$101.66
Survey Specialist	\$33.00		2.99		\$98.67
2 Person Survey Crew	\$39.00		2.99		\$116.61
3 Person Survey Crew	\$56.00		2.99		\$167.44
Project Administrator	\$26.00		2.99		\$77.74

OVERHEAD = HOURLY RATE X OVERHEAD (120.22)%

FRINGE = HOURLY RATE X FRINGE (51.60) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE 2.99

EXHIBIT B SALARY COSTS					
Project No.:	RFP No. R1324608P1				
Project Title:	BROWARD COUNTY CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL				
Subconsultant:	CONVENTIONAL WISDOM CORPORATION				
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM RATE BILLING (\$/HR)
Principal - Programmer	N/A		N/A		\$262.76
Senior Associate	N/A		N/A		\$165.00
Research Assistant	N/A		N/A		\$65.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (NA)%

FRINGE = HOURLY RATE X FRINGE (NA) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (NA)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE : N/A

NOTE: Rates were negotiated in accordance with Section 5.2.6.

EXHIBIT B SALARY COSTS						
Project No.:	RFP No. R1324608P1					
Project Title:	BROWARD COUNTY CONVENTION CENTER EXPANSION AND HEADQUARTERS HOTEL					
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	AMENDED MAXIMUM SALARY (3% Increase) (\$/HR)	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Manager of Project	\$120.00		\$123.60	2.31		\$285.52
Principal	\$120.00		\$123.60	2.31		\$285.52
Project Executive/Dir.	\$120.00		\$123.60	2.31		\$285.52
Sr. Project Manager	\$114.56		\$118.00	2.31		\$272.57
Project Manager	\$114.56		\$118.00	2.31		\$272.57
Design Manager	\$91.81		\$94.56	2.31		\$218.44
Senior Architect	\$95.58		\$98.45	2.31		\$227.41
Junior Architect	\$61.80		\$63.65	2.31		\$147.04
Hospitality Specialist	\$134.61		\$138.65	2.31		\$320.23
P3 Analyst	\$103.04		\$106.13	2.31		\$245.16
Constructor Manager	\$114.53		\$117.97	2.31		\$272.50
Sr. Estimator	\$75.76		\$78.03	2.31		\$180.26
Sr. Scheduler	\$84.39		\$86.92	2.31		\$200.79
Value Engineering Specialist	\$75.76		\$78.03	2.31		\$180.26
Project Controls Mgr.	\$113.30		\$116.70	2.31		\$269.57
Design Review Architect	\$95.58		\$98.45	2.31		\$227.41
Landscape Architect	\$118.29		\$121.84	2.31		\$281.45
Interior Designer	\$61.58		\$63.43	2.31		\$146.52
Structural Engineer	\$67.08		\$69.10	2.31		\$159.61
Mechanical Engineer	\$72.13		\$74.29	2.31		\$171.62
Fire Protection Engineer	\$72.13		\$74.29	2.31		\$171.62
Electrical Engineer	\$114.89		\$118.33	2.31		\$273.35
Life Safety Engineer	\$75.79		\$78.06	2.31		\$180.32
Sr. Commissioning Agent	\$103.03		\$106.12	2.31		\$245.14
Commissioning Agent	\$78.62		\$80.98	2.31		\$187.06
Inspector - Architectural	\$65.00		\$66.95	2.31		\$154.65
Inspector - Mechanical	\$65.00		\$66.95	2.31		\$154.65
Inspector - Electrical	\$65.00		\$66.95	2.31		\$154.65
Inspector - Civil	\$65.00		\$66.95	2.31		\$154.65
Inspector - Structural	\$65.00		\$66.95	2.31		\$154.65
Inspector - Interior	\$65.00		\$66.95	2.31		\$154.65
Quality Control Supt.	\$111.52		\$114.87	2.31		\$265.34
Safety Manager	\$78.47		\$80.82	2.31		\$186.69
Clerk	\$45.00		\$46.35	2.31		\$107.07
Contract Manager	\$76.37		\$78.66	2.31		\$181.71
Manager of Adv. Planning	\$135.01		\$139.06	2.31		\$321.23
Administrative Ass't.	\$35.00		\$36.05	2.31		\$83.28

Multiplier of X.XX is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (110)% (SAFE HARBOR)

FRINGE = HOURLY RATE X FRINGE (INCLUDED WITHIN SAFE HARBOR ABOVE) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE 2.31

[The table content is extremely faint and illegible due to heavy noise and low contrast. It appears to be a multi-column table with several rows of data.]

**Professional Services Agreement**

AMENDED EXHIBIT B

SALARY COSTS

Project No: RFP No. R1324608P1  
 Project Title: Convention Center Expansion and Headquarters Hotel  
 Broward County's Representative  
 Subconsultant VDCO Tech Inc.

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM SALARY (X%» Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE  (\$/HR)
Principal	N/A	N/A		N/A		\$150.00
Programmer	N/A	N/A		N/A		\$150.00
Project Manager	N/A	N/A		N/A		\$140.00
Construction Manager	N/A	N/A		N/A		\$140.00
COBie Manager	N/A	N/A		N/A		\$140.00
Snr. Construction Administrator	N/A	N/A		N/A		\$125.00
COBie Coordinator	N/A	N/A		N/A		\$121.00
Data Coordinator	N/A	N/A		N/A		\$121.00
Laser Scanning Coordinator	N/A	N/A		N/A		\$115.00
BIM Manager	N/A	N/A		N/A		\$115.00
LEED Accredited Professional	N/A	N/A		N/A		\$115.00
BIM Trainer	N/A	N/A		N/A		\$110.00
Construction Administrator	N/A	N/A		N/A		\$110.00
BIM Coordinator	N/A	N/A		N/A		\$100.00
Job Captain	N/A	N/A		N/A		\$105.00
Field Inspector	N/A	N/A		N/A		\$ 95.00
Snr. BIM Modeler	N/A	N/A		N/A		\$ 90.00
Estimator	N/A	N/A		N/A		\$ 80.00
Snr. Technician (CADD)	N/A	N/A		N/A		\$ 75.00
BIM Modeler	N/A	N/A		N/A		\$ 65.00
Technician (CADD)	N/A	N/A		N/A		\$ 60.00
Administrator	N/A	N/A		N/A		\$ 40.00
Administrative Assistant	N/A	N/A		N/A		\$ 35.00

**Professional Services Agreement**  
**AMENDED EXHIBIT B**  
**SALARY COSTS**

Project No: RFP No. R1324608P1  
 Project Title: Convention Center Expansion and Headquarters Hotel  
 Broward Name  
 County's  
 Representative  
 Subconsultant Construction Moisture Consulting, Inc.

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM SALARY (X%» Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE  (\$/HR)
Principal	\$74.99	\$0.00		2.89		\$216.72
	\$0.00	\$0.00		2.89		\$0.00
	\$0.00	\$0.00		2.89		\$0.00
	\$0.00	\$0.00		2.89		\$0.00
	0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00
	\$0.00	\$0.00				\$0.00

Multiplier of 2.89 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (136.11)%

FRINGE = HOURLY RATE X FRINGE (26.59) %

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT) / HOURLY RATE

2.89
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**Professional Services Agreement**

AMENDED EXHIBIT B

SALARY COSTS

Project No: RFP No. R1324608P1  
 Project Title: Convention Center Expansion and Headquarters Hotel  
 Broward Name  
 County's Representative  
 Subconsultant EXP

TITLE	ORIGINAL MAXIMUM HOURLY RATE (\$/HR)	AMENDED MAXIMUM SALARY (X%» Increase) (\$/HR)	x	MULTIPLIER	=	AMENDED MAXIMUM BILLING RATE  (\$/HR)
Principal	\$55.5289	\$57.1948		2.85		\$163.01
Project Manager	\$48.0770	\$49.5193		2.85		\$141.13
Senior CX Engineer	\$47.3098	\$48.7291		2.85		\$138.88
Senior CX Specialist	\$47.3553	\$48.7760		2.85		\$139.01
CX Specialist	\$42.7902	\$44.0739		2.85		\$125.61
Secretary	\$27.0191	\$27.8297		2.85		\$79.31

Multiplier of X.XX is calculated as follows:

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

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

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

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE +  
PROFIT) / HOURLY RATE

Exhibit B

**MAXIMUM BILLING RATES**

PMC - Project Management Consultants

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE * (\$/HR)
Director (Ellis Katz)	\$0.00				\$310.00
Sr. Consultant (Matt Solomon)	\$0.00				\$270.00
Consultant (Jeff Graef)	\$0.00				\$205.00
Consultant (Dana Irvine)	\$0.00				\$180.00

\* Maximum Billing Rates may be adjusted annually due to adjustments in employee salaries.

1. Consultant shall maintain payrolls and basic records relating to the payrolls during the course of the work and shall preserve such records for a period of three (3) years after the completion of the work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

2. The Contract Administrator may withhold or cause to be withheld from Consultant as much of the payments requisitioned as may be considered necessary to pay the required full amount of wages to laborers and mechanics, including apprentices, trainees, watchpersons, and guards employed by Consultant or any Subconsultant on the work.

**Professional Services Agreement**

**EXHIBIT C (Amendment 1)**  
**SCHEDULE OF CBE PARTICIPANTS**

Project No: RFP No. R1324608P1  
Project Title: Convention Center Expansion and Headquarters Hotel  
Facility Name: Convention Center Expansion and Headquarters Hotel

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Broward County's Representative represents that the CBE participants referenced in this schedule and attached CBE Participation Documents have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subconsultants is true and correct to the best of his/her knowledge.

**Note:** CBE Participation Schedule and supporting Participation Documents will be provided by Broward County's Representative and incorporated as part of the Agreement upon written amendment establishing Phase II services.

<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
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**EXHIBIT C-1**  
**SCHEDULE OF SUBCONSULTANT PARTICIPATION**

Project No: RFP No. R1324608P1  
 Project Title: Convention Center Expansion and Headquarters Hotel  
 Facility Name: Convention Center Expansion and Headquarters Hotel

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<b>No.</b>	<b>Firm Name</b>	<b>Discipline</b>
1.	Jacobs Engineering	Architectural, engineering services, hospitality, interior design, P3 consulting, commissioning
2	BMC (Basulto)	Design and construction management
3	Conventional Wisdom	Convention center programming and design
4	Miller Legg	Land planning, DRI, jurisdiction management
5.	Chen Moore	Landscape Architecture
6.	VDCO Tech Inc.	Building Information Modeling (BIM) and Virtual Design & Construction (VDC) consulting.
7.	Construction Moisture Consulting, Inc.	Building envelope and water intrusion consulting.
8.	EXP	Enhanced commissioning agent
9.	Project Management Consultants	Hotel design and construction consultant