

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND SALTZ MICHELSON ARCHITECTS, INC. FOR PROFESSIONAL CONSULTANT SERVICES FOR BUILDING PROJECTS AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT (RFP# PNC2120437P1)**

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Saltz Michelson Architects, Inc., a Florida corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties"), is effective as of the date this First Amendment is fully executed by the Parties.

**RECITALS**

A. The Parties entered into an agreement between Broward County and Saltz Michelson Architects, Inc., dated February 25, 2022 (the "Agreement"), for the provision of consultant services for building projects at the Fort Lauderdale-Hollywood International Airport ("FLL") and the North Perry Airport ("HWO").

B. The Parties now desire to amend the Agreement to, among other things, increase the maximum not-to-exceed amount payable under the Agreement by Four Million Dollars (\$4,000,000) to provide funding for continued consultant services for building projects at FLL and HWO and update certain terms in the Agreement.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
3. Section 5.1.2 of the Agreement is amended as follows:

5.1.2 Maximum Amount Not-To-Exceed. ~~For~~ The aggregate **compensation** of all Work Authorizations issued under this Agreement (inclusive of all Extension Terms) shall not exceed ~~Five Million Dollars (\$5,000,000)~~ **Nine Million Dollars (\$9,000,000)**, which includes Two Hundred Fifty Thousand Dollars (\$250,000) for potential reimbursables to be authorized pursuant to Section 5.3.

4. Section 7.7 of the Agreement is amended as follows:

**7.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern.**

Consultant 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 Sections 215.473 **or 215.4725**, Florida Statutes. Consultant represents and certifies that it is not, **and for the duration of the term will not be**, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. **Consultant represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.**

5. New Sections 11.32 and 11.33 are added to the Agreement as follows (bold/underlining omitted):

11.32 Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.33 Ownership Disclosure Requirement. By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

6. Entities of Foreign Concern. By execution of this First Amendment, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; and the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7. Anti-Human Trafficking. By execution of this First Amendment by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

8. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations,

correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended by this First 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 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.

10. Consultant acknowledges that through the date this First Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.

11. This First Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is 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 \_\_\_\_\_, 20\_\_; and Saltz Michelson Architects, Inc., signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100

**Kailie Rush** Digitally signed by Kailie Rush  
Date: 2025.03.06 09:04:15  
-05'00'

By \_\_\_\_\_  
Kailie Rush (Date)  
Assistant County Attorney

**Alexander J. Williams, Jr.** Digitally signed by Alexander J.  
Williams, Jr.  
Date: 2025.03.05 20:18:25 -05'00'  
By \_\_\_\_\_  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

KR/ch  
First Amendment Saltz Michelson Architects, Inc.  
02/28/2025  
80071.0160

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ARCHITECTS, INC. FOR PROFESSIONAL CONSULTANT SERVICES FOR BUILDING PROJECTS AT  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT  
(RFP# PNC2120437P1)

CONSULTANT

SALTZ MICHELSON ARCHITECTS, INC.

By: 

Authorized Signer

CHARLES MICHELSON President  
Print Name and Title

3 day of MARCH, 2025