

**GMP CONTRACT AMENDMENT NO. 3  
TO  
MASTER DEVELOPMENT AGREEMENT  
BROWARD COUNTY CONVENTION CENTER EXPANSION AND  
HEADQUARTERS HOTEL PROJECT  
(RFP/RLI # N1337414R3)**

THIS GMP AMENDMENT NO. 3 TO MASTER DEVELOPMENT AGREEMENT (“**Amendment**”) is made and entered into on this \_\_\_\_ day of June, 2021 by and between BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (“**County**”) and MATTHEWS HOLDINGS SOUTHWEST, INC., a Texas corporation (“**Developer**”).

**RECITALS**

- A. County and Developer (“**Parties**”) entered into that Master Development Agreement with Contract Number RFP/RLI #N1337414R3 on the 28th day of June, 2019 (the "**Agreement**") wherein County engaged Developer to provide development and design-build services for the Broward County Convention Center Expansion and Headquarters Hotel Project, the terms and conditions of which are all incorporated by reference herein.
- B. County and Developer entered into that certain GMP Contract Amendment No. 1 to Master Development Agreement dated as of August 27, 2019 ( “**GMP Amendment No. 1**”), pursuant to which County authorized Developer to commence construction of the Enabling Projects for the West Expansion Project for an FGMP equal to \$13,861,866 (“**FGMP No. 1**”).
- C. County and Developer entered into that certain GMP Contract Amendment No. 2 to Master Development Agreement dated as of February 26, 2020 (“**GMP Amendment No. 2**”), pursuant to which County authorized Developer to complete construction of the West Expansion Project and certain Enabling Projects for the East Expansion Project, CVB Office, and Plaza Improvements for an FGMP equal to \$224,463,782 (“**FGMP No. 2**”).
- D. County and Developer entered into that certain First Amendment to Master Development Agreement dated as of June 25, 2020 (the “**First Amendment**”), pursuant to which County suspended (i) Developer Services or Project Work for the Hotel Project, East Expansion, Plaza Improvements, and CVB Office (collectively, the “**Suspended Projects**” and each being a “**Suspended Project**”) unless authorized under GMP Amendment No. 1 or GMP Amendment No. 2 and (ii) the Scheduled Dates of Substantial Completion and applicable Delay Liquidated Damages for the Suspended Projects until such time as a GMP Contract Amendment established a new Scheduled Date of Substantial Completion for the applicable Suspended Project.
- E. Pursuant to Section 7.2.2 of the Agreement, Developer has submitted an FGMP to County for certain Enabling Projects related to the Hotel Project as described in the Enhanced Design Package referenced in Attachment A attached hereto (the “**FGMP No. 3 Work**”, which shall be treated as Project Work for all purposes under the Agreement) that, after completion of Value Analysis, has been accepted by the Contract Administrator.
- F. Pursuant to Section 7.2.2 of the Agreement, the Parties desire to enter into this Amendment to establish the FGMP and the Project Construction Schedule for the FGMP No. 3 Work, along with any allowances, clarifications, qualifications, assumptions and exclusions expressly identified in Attachment A.

G. All capitalized terms herein shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, commitments and representations contained herein and in the Agreement, it is hereby agreed to amend the Agreement as follows:

I. **Amendments.**

1. **FGMP No.3.** In accordance with Article 7 of the Agreement, the Parties agree to a FGMP of [\$10,294,634] (“**FGMP No. 3**”) for the Developer Services and FGMP No. 3 Work to be performed by Developer and Design Builder as further described in the Elements of FGMP No. 3 attached hereto as Attachment A in connection with the Enhanced Design Package identified in Attachment A.
2. **Substantial Completion Date.** The Parties agree that (i) the FGMP No. 3 Work described in this Amendment is being performed in connection with the Hotel Project, (ii) the Hotel Project remains a Suspended Project except for the FGMP No. 3 Work authorized under this Amendment, and (iii) the Scheduled Date of Substantial Completion for the Hotel Project has not been established. Developer shall cause Substantial Completion of the FGMP No. 3 Work to occur on or before December [9], 2021 as described in the Project Construction Schedule attached hereto as Attachment A, subject to extensions as permitted in the Agreement.
3. **Insurance Requirements.** Notwithstanding anything contained in Exhibit I to the Agreement to the contrary, attached hereto as Attachment C are modifications to the Insurance Requirements for the Hotel Project.
4. **Revised Master Project Schedule.** Attached hereto as Attachment B is the revised Master Project Schedule that has been accepted by the Contract Administrator. Developer hereby represents and warrants that, except for the Suspended Projects, the Scheduled Dates of Substantial Completion have not been modified and the revised Master Project Schedule attached hereto as Attachment B only revises certain interim Critical Path Items to advise the County of the progress of the Projects. The revised Master Project Schedule attached hereto supersedes all Master Project Schedules previously delivered to the County, including without limitation the Master Project Schedule attached to GMP Amendment No. 1 and GMP Amendment No. 2.

II. **Special Exceptions.** This Amendment addresses all aspects of the Developer Services and FGMP No. 3 Work added by this Amendment except as otherwise set forth in the clarifications, qualifications, assumptions and exclusions included in Attachment A to this Amendment.

III. **Representations and Warranties.** Subject to Article 5 of the Agreement, Developer expressly represents and warrants to County that: (i) the Drawings and Specifications listed in Attachment A to this Amendment meet or exceed all Legal Requirements, (ii) all materials, furnishings, and equipment utilized or procured in connection with this Amendment will be new unless otherwise specified, and (iii) that all the Project Work, and any FF&E, and OS&E furnished in connection with this Amendment will be of good quality, free from faults and material defects and in conformance with the Development Documents. All Project Work not conforming to these requirements, including substitutions not Approved by the Contract Administrator in accordance with the terms hereof, may be considered defective by the Contract Administrator and subject to

correction in accordance with Section 8.1 of the Agreement. If required by the Contract Administrator, Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- IV. **Full and Final Satisfaction.** Except as specifically described above, below, or as otherwise allowed under the Agreement, Developer accepts, as of the effective date hereof, the terms of this Amendment as full and final satisfaction to all submitted claims, adjustments, and contract revisions associated with the FGMP No. 3 Work, and acknowledges, subject to the foregoing, that no further adjustment to the Developer's compensation or time for performance shall be allowed in connection with this Amendment. For the avoidance of doubt, the Parties acknowledge and agree that the foregoing does not apply to any Claims, adjustments, and/or contract revisions associated with FGMP No. 1 or FGMP No. 2, for which each Party hereby reserves any and rights, Claims, and defenses in connection therewith.
- V. **Assumption of Risk.** Developer assumes the risk of any Project Development Cost in excess of the FGMP established by this Amendment, as adjusted by County-Approved Change Orders, Construction Change Directive, or CPEAMs, to the extent such additional Project Development Costs should have been included in the FGMP in Developer's exercise of its Reasonable Best Efforts.
- VI. **Evidence of Appropriation or Financing.** By execution of this Amendment, pursuant to Section 11.1 of the Agreement, County has authorized Developer to incur Project Development Costs for the FGMP No. 3 Work in an amount not to exceed FGMP No. 3, subject to changes and modifications as permitted under Article 9 of the Agreement. Notwithstanding Section 11.1.2 of the Agreement, and as a modification of Section 11.1.2, solely with respect to this Amendment (i) County represents and warrants that it has (i) appropriated sufficient funds, issued Bonds or otherwise obtained the financing necessary to fully fund the FGMP No. 3 Work up to an amount not to exceed FGMP No. 3 (subject to changes and modifications as permitted under Article 9 of the Agreement), and (ii) provided reasonable evidence of the same to Developer.
- VII. Contemporaneously with the execution of this Amendment, Developer shall execute an amendment to the Design Build Agreement consistent with this Amendment.
- VIII. Except as hereby modified, amended, or changed herein, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.
- IX. This 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.
- X. 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 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.
- XI. Preparation of this 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.

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

*[Intentionally Left Blank; Signature Page to Follow]*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of June, 2021, and MATTHEWS HOLDINGS SOUTHWEST, INC., a Texas corporation signing by and through its President or Vice-President, duly authorized to execute same.

COUNTY:

WITNESS:

BROWARD COUNTY, by and through its County Administrator

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

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

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

Bertha Henry  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 2021

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

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

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

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

Jeffrey S. Siniawsky  
Senior Assistant County Attorney

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

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

Michael J. Kerr  
Deputy County Attorney

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

DEVELOPER:

ATTEST:

MATTHEWS HOLDINGS SOUTHWEST, INC.,  
a Texas corporation

By: \_\_\_\_\_  
Adam Miller  
Secretary

By: \_\_\_\_\_  
John H. Matthews  
President

\_\_\_ day of \_\_\_\_\_, 2021

CORPORATE SEAL

**ATTACHMENT A**

**ELEMENTS OF FGMP NO. 3**

Schedule of Elements of FGMP No. 3

- A-1 FGMP No. 3 Project Budget
- A-2 Schedule of Values
- A-3 Project Construction Schedule
- A-4 List of Plans and Specifications
- A-5 List of Allowances, Exclusions, and Clarifications
- A-6 Intentionally Omitted
- A-7 Summary of FGMP No. 3 Work
- A-8 Construction Management Plan
- A-9 Staffing Plan and Organization Chart

**EXHIBIT A-1**

**FGMP NO. 3 PROJECT BUDGET**

[SEE ATTACHED]

**EXHIBIT A-2**  
**SCHEDULE OF VALUES**  
[SEE ATTACHED]

**EXHIBIT A-3**

**PROJECT CONSTRUCTION SCHEDULE**

[SEE ATTACHED]

**EXHIBIT A-4**

**LIST OF PLANS AND SPECIFICATIONS**

[SEE ATTACHED]

**EXHIBIT A-5**

**LIST OF ALLOWANCES, EXCLUSIONS, AND CLARIFICATIONS**

[SEE ATTACHED]

**EXHIBIT A-6**  
**INTENTIONALLY OMITTED**

**EXHIBIT A-7**

**SUMMARY OF FGMP NO. 3 WORK**

[SEE ATTACHED]

**EXHIBIT A-8**  
**CONSTRUCTION MANAGEMENT PLAN**  
[SEE ATTACHED]

**EXHIBIT A-9**

**STAFFING PLAN AND ORGANIZATION CHART**

[SEE ATTACHED]

**ATTACHMENT B**

**REVISED MASTER PROJECT SCHEDULE**

[SEE ATTACHED]

**ATTACHMENT C**

**INSURANCE REQUIREMENTS**

1. Sections 1, 2, 3, 4, and 5 of Attachment C to GMP Amendment No. 2 are incorporated by reference as if fully stated herein, inclusive of Attachment C-1 and Attachment C-2 to GMP Amendment No. 2.
2. Pursuant to Exhibit I to the Agreement, Developer's and Design Builder's approval of County's OCIP and Builder's Risk insurance policies covering the FGMP No. 3 Work ("**County's FGMP No. 3 Insurance**") is expressly and solely based on Developer's and Design Builder's reliance on the written representations of coverage from County's OCIP and Builder's Risk insurance carriers, which representations are attached hereto and incorporated by reference herein as Attachment C-1 ("**Carrier Coverage Representations**"). With respect to County's FGMP No. 3 Insurance, County acknowledges and agrees: (i) Developer and Design Builder were not afforded the opportunity to exercise the review rights granted by Exhibit I to the Agreement; (ii) such review rights are expressly reserved by Developer and Design Builder; and (iii) Developer and Design Builder shall be entitled to rely on the accuracy and completeness of the Carrier Coverage Representations. The foregoing shall not be construed to excuse County of its obligations under the Agreement to bind all County's FGMP No. 3 Insurance prior to County's: (i) execution of this GMP Amendment No. 3; and/or (ii) issuance of a Notice to Proceed with all or a portion of the FGMP No. 3 Work. Further, County shall deliver complete copies of the bound policies of County's FGMP No. 3 Insurance ("**Bound FGMP No. 3 Policies**") for Developer's and Design Builder's review within 30 days of the effective date of this GMP Amendment No. 3, and shall cause County's insurance carriers to correct any issues with the Bound FGMP No. 3 Policies noted in writing by Developer or Design Builder ("**FGMP No. 3 Insurance Comments**") within 30 days after receipt of any FGMP No. 3 Insurance Comments issued by Developer and/or Design Builder. If Developer does not deliver in writing FGMP No. 3 Insurance Comments to County within 21 days of Developer's receipt of the last bound policy of County's FGMP No. 3 Insurance, Developer shall be deemed to have accepted the Bound FGMP No. 3 Policies.
3. Except as hereby modified, amended, or changed herein, all terms and conditions of Exhibit I to the Agreement shall remain in full force and effect.

**ATTACHMENT C-1**  
**CARRIER COVERAGE REPRESENTATIONS**