

**FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT ("AGREEMENT"),  
MADE AND ENTERED INTO BY AND BETWEEN BROWARD COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA, AND STILES PIRTLE JOINT VENTURE  
FOR MANAGING GENERAL CONTRACTOR SERVICES FOR JUDICIAL PROJECTS  
WORK IN BROWARD COUNTY, FLORIDA**

This First Amendment ("First Amendment") to the Construction Agreement ("Agreement") for managing general contractor services is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Stiles Pirtle Joint Venture, a fictitious name registered with the state of Florida, by and through its registered owners ("Contractor") (collectively referred to as the "Parties") dated September 22, 2020.

**RECITALS:**

- A. On or about September 22, 2020, County and Contractor entered into the Agreement for managing general contractor services for all Judicial projects including work at the Broward County Judicial Complex (BCJC) campus in downtown Fort Lauderdale (including the South Garage, Coca-Cola Building and select projects at the Main Jail), the South Regional Courthouse Replacement Project, and the satellite courthouses (collectively, "Judicial Facilities").
- B. Exhibit B, Schedule of Estimated Guaranteed Maximum Prices, attached to the Agreement, set forth the estimated Contract Price Elements and Approved Estimated Guaranteed Maximum Prices for each Project and included an amount for the Owner's Allowance Account for each Project.
- C. The pandemic has resulted in fluctuations in the availability and prices of goods and materials, and in subcontractor pricing. The County's Construction Management Division recommends this First Amendment to increase in the Owner's Allowance Account for certain Judicial Facilities' projects, including the Copy Center Relocation Project, the Coca-Cola Building Renovation Project, the Main Jail Water Meter Installation Project, and the East Wing Generator and Switchgear Replacement Project, to allow for flexibility to address these fluctuations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement 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. This First Amendment shall be effective as of the date it is fully executed by the Parties.

3. Amendments to the Agreement as shown on Exhibit B-1 are indicated by use of strikethrough text to show deletions and underlining to show additions.

4. Exhibit B, Schedule of Estimated Guaranteed Maximum Prices, attached to the Agreement, is hereby amended to provide for increases in the Owner's Allowance Accounts for the Copy Center Relocation Project, the Coca-Cola Building Renovation Project, the Main Jail Water Meter Installation Project, and the East Wing Generator and Switchgear Replacement Project, as set forth on Exhibit B-1. The collective amount of these increases is One Million Three Hundred Six Thousand Two Hundred Sixteen Dollars (\$1,306,216.00) .

5. 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. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. 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.

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

8. The attached Exhibit B-1 is incorporated into and made a part of this First Amendment.

9. 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.

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND STILES  
PIRTLE JOINT VENTURE FOR MANAGING GENERAL CONTRACTOR  
CONSTRUCTION SERVICES FOR JUDICIAL PROJECTS WORK IN BROWARD  
COUNTY, FLORIDA

IN WITNESS WHEREOF, the Parties hereto have made and executed this First  
Amendment on the respective dates under each signature: BROWARD COUNTY through  
its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-  
Mayor, authorized to execute this Agreement by Board action on \_\_\_\_\_, 2021  
and CONTRACTOR, signing by and through its Managing Member duly authorized to  
execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its  
Mayor

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

By: \_\_\_\_\_  
Steve Geller, Mayor

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

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

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

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

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

By:   
For Jeffrey S. Siniawsky  
Senior Assistant County Attorney

Date: 8/24/21

By:   
Michael J. Kerr  
Deputy County Attorney

Date: 8/24/21

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND STILES  
PIRTLE JOINT VENTURE FOR MANAGING GENERAL CONTRACTOR  
CONSTRUCTION SERVICES FOR JUDICIAL PROJECTS WORK IN BROWARD  
COUNTY, FLORIDA

CONTRACTOR

WITNESS:

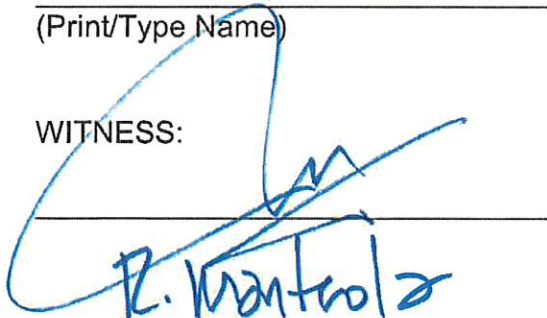


JAMES D. ARMSTRONG  
(Print/Type Name)

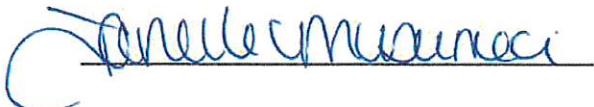


Doug Wells  
(Print/Type Name)

WITNESS:



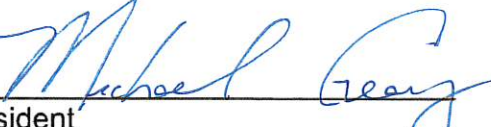
R. Mantrolz  
(Print/Type Name)



Lanelle Musumeci

STILES PIRTLE JOINT VENTURE, a  
fictitious name registered with the state of  
Florida, by and through its registered  
owners

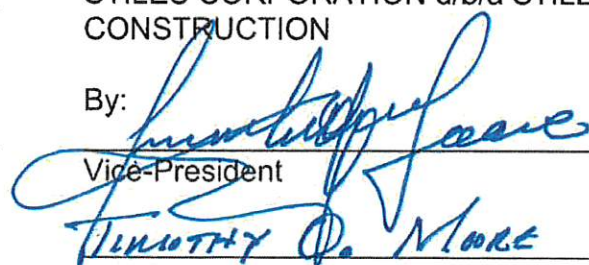
JAMES B. PIRTLE CONSTRUCTION  
COMPANY, INC., d/b/a PIRTLE  
CONSTRUCTION

By: 

President  
Michael Geary  
(Print/Type Name)

18 day of August, 2021

STILES CORPORATION d/b/a STILES  
CONSTRUCTION

By: 

Vice-President  
TIMOTHY D. MOORE  
(Print/Type Name)

18<sup>th</sup> day of August, 2021

Exhibit B-1  
Schedule of Estimated Guaranteed Maximum Prices

The following amounts reflect the estimated Contract Price Elements and Approved Estimated Guaranteed Maximum Prices for respective Judicial Projects:

Estimated Contract Price Elements	Projects					
	Complex Trial	Copy Center	East Wing Enabling	Garage & Plaza	Felony North Wing	East Wing Full
<b>Preconstruction Services</b>	\$133,600	\$17,427	\$140,448	\$189,218	\$115,625	\$551,478
<b>Direct Construction Costs</b>						
Estimated Direct Construction Cost	\$2,226,660	\$435,680	\$4,564,560	\$14,555,220	\$4,625,000	\$22,059,135
Specialized Items	\$327,450	\$93,360	\$1,053,360	\$383,775	\$750,000	\$3,501,450
<b>Direct Cost Subtotal:</b>	<b>\$ 2,554,110</b>	<b>\$ 529,040</b>	<b>\$ 5,617,920</b>	<b>\$ 14,938,995</b>	<b>\$ 5,375,000</b>	<b>\$ 25,560,585</b>
<b>Contractor's General Conditions</b>						
Contractors General Conditions	\$178,788	\$37,033	\$393,254	\$1,045,730	\$376,250	\$1,789,241
Contractors Supervisory, Admin.	\$214,545	\$44,439	\$471,905	\$1,254,876	\$451,500	\$2,147,089
<b>General Conditions Subtotal:</b>	<b>\$ 393,333</b>	<b>\$ 81,472</b>	<b>\$ 865,160</b>	<b>\$ 2,300,605</b>	<b>\$ 827,750</b>	<b>\$ 3,936,330</b>
<b>Construction Fixed Fee</b>	<b>\$176,847</b>	<b>\$36,631</b>	<b>\$453,816</b>	<b>\$689,584</b>	<b>\$372,165</b>	<b>\$1,769,815</b>
<b>Owner's Allowance Account</b>	<b>\$156,214</b>	<b>\$38,829</b>	<b>\$254,922</b>	<b>\$416,214</b>	<b>\$896,459</b>	<b>\$328,746</b>
<b>Estimated Guaranteed Maximum Price (EGMP)</b>	<b>\$ 3,414,104</b>	<b>\$703,399</b>	<b>\$919,492</b>	<b>\$ 7,493,557</b>	<b>\$ 19,014,861</b>	<b>\$ 7,019,286</b>
						<b>\$ 33,381,545</b>

Estimated Contract Price Elements	Projects							
	Courthouse Dr. Security	North Wing Upgrades	Wayfinding	Jail Water Meter	East Wing Generator & Switchgear	Hearing Rooms & Judicial Suites	North Wing Elevator	Coca Cola Building
<b>Preconstruction Services</b>	\$22,491	\$87,500	\$16,450	\$8,000	\$83,000	\$21,712	\$15,625	\$57,575
<b>Direct Construction Costs</b>								
Estimated Direct Construction Cost	\$2,249,100	\$3,500,000	\$329,000	\$160,000	\$3,320,000	\$868,480	\$625,000	\$2,303,000
Specialized Items	\$0	\$0	\$0	\$0	\$0	\$81,420	\$0	\$0
<b>Direct Cost Subtotal:</b>	<b>\$ 2,249,100</b>	<b>\$ 3,500,000</b>	<b>\$ 329,000</b>	<b>\$ 160,000</b>	<b>\$ 3,320,000</b>	<b>\$ 949,900</b>	<b>\$ 625,000</b>	<b>\$ 2,303,000</b>
<b>Contractor's General Conditions</b>								
Contractors General Conditions	\$157,437	\$245,000	\$23,030	\$11,200	\$232,400	\$66,493	\$43,750	\$161,210
Contractors Supervisory, Admin.	\$188,924	\$294,000	\$27,636	\$13,440	\$278,880	\$79,792	\$52,500	\$193,452
<b>General Conditions Subtotal:</b>	<b>\$ 346,361</b>	<b>\$ 539,000</b>	<b>\$ 50,666</b>	<b>\$ 24,640</b>	<b>\$ 511,280</b>	<b>\$ 146,285</b>	<b>\$ 96,250</b>	<b>\$ 354,662</b>
<b>Construction Fixed Fee</b>	<b>\$155,728</b>	<b>\$242,340</b>	<b>\$30,373</b>	<b>\$14,771</b>	<b>\$268,190</b>	<b>\$65,771</b>	<b>\$57,700</b>	<b>\$159,460</b>
<b>Owner's Allowance Account</b>	<b>\$137,559</b>	<b>\$214,067</b>	<b>\$20,502</b>	<b>\$11,965</b>	<b>\$44,647</b>	<b>\$204,973</b>	<b>\$904,973</b>	<b>\$58,098</b>
								<b>\$38,948</b>
<b>Estimated Guaranteed Maximum Price (GMP)</b>	<b>\$ 2,911,240</b>	<b>\$ 4,582,907</b>	<b>\$ 446,991</b>	<b>\$219,376</b>	<b>\$252,058</b>	<b>\$4,387,443</b>	<b>\$5,087,443</b>	<b>\$1,241,765</b>
								<b>\$833,523</b>
								<b>\$3,015,553</b>
								<b>\$3,372,994</b>