

**SEVENTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
AECOM TECHNICAL SERVICES, INC. FOR PROGRAM MANAGEMENT SERVICES  
FOR NEW SOUTH RUNWAY, TERMINAL 4 REPLACEMENT AND ENABLING PROJECTS  
AT THE FORT LAUDERDALE- HOLLYWOOD INTERNATIONAL AIRPORT**

This Seventh Amendment to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and AECOM Technical Services, Inc., a California Corporation authorized to do business in the State of Florida ("Program Manager") (collectively, the "Parties"), is entered into effective as of the date this Seventh Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into an agreement on January 6, 2009 (the "Agreement") for Program Management services for new South Runway, Terminal 4 replacement and enabling projects at the Fort Lauderdale-Hollywood International Airport.

B. The Parties desire to amend the Agreement to increase the maximum compensation payable under the Agreement by One Million Nine Hundred Seventy Nine Thousand Ninety Six Dollars (\$1,979,096.00).

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

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Unless noted otherwise, amendments made to the Agreement by this Seventh Amendment are indicated by the use of strikethroughs to indicate deletions and underlining (except for headers) to indicate additions.
3. Section 6.1.1 of the Agreement is amended as follows:

6.1.1 Basic Services by Program Manager, following commencement of this Agreement on January 7, 2009, and through the length of Phases I, II and III, are expected to be performed through end of all warranty periods provided for in the contract(s) for the Program, the County agrees to pay the Program Manager Salary Costs, as defined in Section 6.3 Salary Costs, up to a maximum Amount Not-To-Exceed ~~Seventy Six Million One Hundred Eight Thousand Two Hundred Twenty Nine Dollars and 50/100 (\$76,108,229.50)~~ Seventy Eight Million Thirteen Thousand Four Hundred Eighty Six Dollars and 50/100 (\$78,013,486.50) and to reimburse Program Manager for Reimbursables, as set forth in Section 6.4, up to a Maximum Amount Not-To-Exceed ~~One Million Three Hundred Sixty Three Thousand Twenty Four Dollars and 11/100 (\$1,363,024.11)~~ One Million Four Hundred Thirty Six Thousand Eight Hundred Sixty Three Dollars and 11/100 (\$1,436,863.11), for a total Maximum Amount

~~Not-To-Exceed Seventy Seven Million Four Hundred Seventy One Thousand Two Hundred Fifty Three Dollars and 61/100 (\$77,471,253.61)~~ Seventy Nine Million Four Hundred Fifty Thousand Three Hundred Forty Nine Dollars and 61/100 (\$79,450,349.61) for Basic Services. The Program Manager shall be paid for Phase I, II and III, of this Agreement for the work completed as set forth in the scope of work established in Revised Exhibit B-3, Basic Services, and Revised Exhibit B-3.1, Deliverables.

4. In the event of any conflict or ambiguity between this Seventh Amendment and the Agreement, as amended, the Parties agree that this Seventh Amendment shall control.
5. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement, as amended.
6. 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 Seventh 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.
7. Preparation of this Seventh Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
8. Except as modified herein, all terms and conditions of the Agreement, as amended, shall remain in full force and effect.
9. This Seventh Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 \_\_\_\_\_, 2021, and AECOM Technical Services, Inc., signing by and through its Vice President, 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

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

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  
Telecopier: (954) 359-1292

By William J. Bucciero Digitally signed by William J. Bucciero  
Date: 2021.05.04 16:20:38 -04'00'  
William J. Bucciero (Date)

Assistant County Attorney  
By Alexander J. Williams, Jr. Digitally signed by Alexander J. Williams, Jr.  
Date: 2021.05.04 16:06:03 -04'00'  
Alexander J. Williams, Jr. (Date)  
Senior Assistant County Attorney

WJB/ch  
AECOM 7<sup>th</sup> Amendment  
04/01/21  
80071.0094

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WITNESSES:

Windloss,  
Kim

Digitally signed by Windloss, Kim  
DN: cn=Windloss, Kim,  
ou=USCGB1,  
email=Kim.Windloss@aecom.com  
Date: 2021.04.30 14:28:31 -0400

Signature

Kim Windloss

Print Name of Witness above

Signature

Print Name of Witness above

PROGRAM MANAGER

AECOM TECHNICAL SERVICES, INC.

By: *Carlos Garcia*  
Authorized Signor

Carlos Garcia, Vice President  
Print Name and Title

29 day of April, 2021

ATTEST:

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

(CORPORATE SEAL OR NOTARY)

*Shirley Stark, Notary Public*

