

EIGHTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND PGAL, INC. AND ZYSCOVICH, INC. FOR CONSULTANT SERVICES FOR REDESIGN OF TERMINAL 4 AT THE FORT LAUDERDALE–HOLLYWOOD INTERNATIONAL AIRPORT (FLL) IN BROWARD COUNTY, FLORIDA

This Eighth Amendment (“Eighth Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida, (“County”), and PGAL, Inc., formerly known as Pierce Goodwin Alexander and Linville, Inc., a Texas corporation, authorized to do business in the State of Florida (“PGAL”) and Zyscovich, Inc., a Florida Corporation, as joint venture parties (“Zyscovich”, and together with PGAL, “Consultant”) (collectively, the “Parties”), is entered into effective as of the date this First Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into an Agreement on July 1, 2003 to prepare architectural documents for the Redesign of Terminal 4 at Fort Lauderdale-Hollywood International Airport.

B. The Parties entered into seven amendments modifying the scope, schedule, and term of the Agreement as follows: Amendment 1, October 12, 2004; Amendment 2, February 26, 2008; Amendment 3, June 23, 2009; Amendment 4, January 12, 2010; Amendment 5, May 24, 2011; 6th Amended and Restated Agreement, dated March 19, 2013; and Amendment 7, October 31, 2015 (the agreement referenced in recital A, as previously amended as referenced in this recital, is hereby defined as the “Agreement”).

C. The Parties desire to amend the Agreement an eighth time to transfer Six Hundred Thousand Dollars (\$600,000.00) from the Reimbursable Expenses category to the Optional Services category with no change to the total compensation.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Amendments made to the Agreement by this Eighth Amendment are indicated by the use of strikethroughs to indicate deletions and underlining (except for the title) to indicate additions.
3. Subsection 5.1.1 Maximum Compensation Payable to Consultant is hereby amended to add paragraph (e) as follows:

(e) Inclusive of this Eighth Amendment, compensation to Consultant for (i) performance of all Basic Services remains Twenty-Five Million Seven Hundred Fifty-Eight Thousand Four Hundred Thirty-Nine Dollars (\$25,758,439.00); (ii) for Reimbursable Expenses which may be utilized pursuant to Section 5.3, is reduced by Six Hundred Thousand Dollars (\$600,000.00) to a maximum not-to-exceed amount of One Million Three Hundred Three Thousand Four Hundred Seven Dollars Fifty-Five Cents (\$1,303,407.55); and (iii) for performance of Optional Services is increased by Six Hundred Thousand Dollars (\$600,000.00) to a maximum not-to-exceed amount of Eight Million

Seven Hundred Two Thousand Two Hundred Thirty-One Dollars Twenty-Two Cents (\$8,702,231.22), all as authorized by Work Authorization(s). The total compensation remains Thirty-Five Million Seven Hundred Sixty-Four Thousand Seventy-Seven Dollars Seventy-Seven Cents (\$35,764,077.77).

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

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

6. This Eighth 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, including as amended in this Eighth 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.

7. Preparation of this Eighth 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 shall remain in full force and effect.

9. This Eighth 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 INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Eight 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 _____, 2021, and PGAL, INC. signing by and through its _____ and ZYSCOVICH. INC. signing by and through its _____, both 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 _____, 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 Bucciero Digitally signed by William Bucciero
Date: 2021.02.24 15:17:34 -05'00'
William J. Bucciero (Date)
Assistant County Attorney

By A. J. Williams, Jr., Senior Digitally signed by A. J. Williams, Jr.,
Senior Asst County Atty
Date: 2021.02.24 15:26:20 -05'00'
Asst County Atty
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

WB/ch
PZ Amd8
2/04/2021

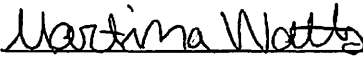
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CONSULTANT

WITNESSES:

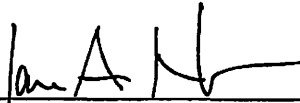

Signature

ADRIANA MORILLO
Print Name of Witness above


Signature

Martina Watts
Print Name of Witness above

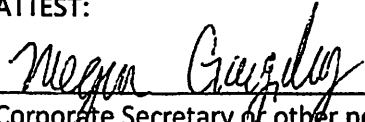
PGAL, INC.

By: 
Authorized Signor

IAN A. NESTLER EXEC VP
Print Name and Title

10th day of FEBRUARY, 2021

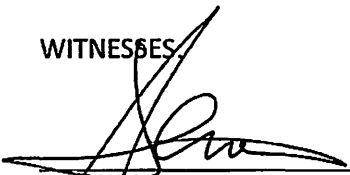
ATTEST:


Corporate Secretary or other person
authorized to attest
(CORPORATE SEAL OR NOTARY)

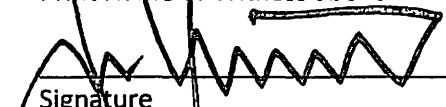


MEGAN GONZALEZ
Commission # GG 241101
Expires November 21, 2022
Bonded thru Budget Notary Services

WITNESSES:



Signature

AMADOR CHACON
Print Name of Witness above


Signature

Jose Murgueta
Print Name of Witness above

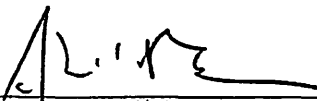
ZYSCOVICH, INC.

By: 
Authorized Signor

Bernard Zyscovich.
Print Name and Title

9th day of February, 2021

ATTEST:


Corporate Secretary or other person
authorized to attest
(CORPORATE SEAL OR NOTARY)

