

**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND
GRESHAM SMITH FOR CONSULTANT SERVICES FOR TERMINAL MODERNIZATION
(1, 2, AND 3) AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This Sixth Amendment (“Sixth Amendment”) to the Agreement (hereinafter defined) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Gresham Smith, a Tennessee partnership authorized to do business in the State of Florida (“Consultant”, and together with County, the “Parties”), effective as of the date this Sixth Amendment is fully executed by the Parties (“Effective Date”).

RECITALS

A. The Parties entered into that certain Agreement, dated January 31, 2012, Agreement No. R090061R01, as amended June 3, 2014, June 9, 2015, December 6, 2016, June 5, 2018, and December 10, 2019 (as amended, the “Agreement”) for consultant services for the Terminal Modernization (1, 2, and 3) at Fort Lauderdale-Hollywood International Airport.

B. The Parties desire to amend the Agreement a sixth time to extend the term to December 31, 2024, and increase the maximum compensation payable under the Agreement by Ten Million Dollars (\$10,000,000.00) to provide additional funding for services and reimbursables.

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. Unless noted otherwise, amendments made to the Agreement by this Sixth Amendment are indicated by the use of strikethroughs to indicate deletions and underlining (except for headers) to indicate additions.
3. Section 4.1 of the Agreement is amended as follows:
 - 4.1 CONSULTANT shall perform the services described in the Work Authorization within the time periods specified in the Work Authorization. Such time periods shall commence from the date of the Notice to Proceed for such services. If this Agreement and/or Work Authorization extend beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes, as may be amended from time to time. This Agreement and any Work Authorizations issued hereunder shall not expire until

the later of ~~December 31, 2022~~ December 31, 2024 or the expiration of all warranty periods provided for in the construction contract(s) for the Project, unless it is terminated earlier as provided under applicable provisions of this Agreement.

4. Section 5.1 of the Agreement is amended, in part, as follows:

5.1 AMOUNT AND METHOD OF COMPENSATION: The total cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT shall be ~~Forty Three Million Five Hundred Thousand Dollars (\$43,500,000.00)~~ Fifty Three Million Four Hundred Thousand Dollars (\$53,400,000.00) for labor and ~~Two Million One Hundred Thousand Dollars (\$2,100,000.00)~~ Two Million Two Hundred Thousand Dollars (\$2,200,000.00) for reimbursables, for a total maximum not to exceed amount of ~~Forty Five Million Six Hundred Thousand Dollars (\$45,600,000)~~ Fifty-Five Million Six Hundred Thousand Dollars (\$55,600,000.00).

5. Section 10.31 of the Agreement is amended as follows:

10.31 E-VERIFY REQUIREMENTS

Contractor represents, as of the date of the Sixth Amendment to this Agreement, that Contractor and each Subcontractor has registered with and shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of said system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract with the COUNTY; and
2. All persons, including subcontractors assigned by Contractor to perform work pursuant to this Contract, in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into or performance of this Agreement does not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6. A new Section 10.32 is added to the Agreement as follows:

10.32 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7. In the event of any conflict or ambiguity between this Sixth Amendment and any prior

portion of the Agreement, the Parties agree that this Sixth Amendment shall control.

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

9. The Agreement, including 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, including as amended in this Sixth 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.

10. Preparation of this Sixth 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.

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

12. This Sixth 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth 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 Gresham Smith, signing by and through its _____, 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: 2021.04.29 16:04:04
-04'00'

William J. Bucciero (Date)
Assistant County Attorney

Alexander J. Williams, Senior Assistant County Atty
Digitally signed by Alexander J. Williams, Senior Assistant County Atty
Date: 2021.04.29 16:17:50 -04'00'

By **Alexander J. Williams, Jr.** (Date)
Senior Assistant County Attorney

WJB/ch
Gresham Smith 6th Amd.
04/12/21
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CONSULTANT

WITNESSES:

Amie Hooper

Signature

AMIE HOOPER

Print Name of Witness above

Kristina Cameron

Signature

Kristina Cameron

Print Name of Witness above

Gresham Smith

By: [Signature]

Authorized Signor

Benjamin Goebel, Principal

Print Name and Title

26th day of April, 2021

ATTEST:

[Signature]

Digitally signed by
Altan Cekin
Date: 2021.04.26
15:01:39-04'00'

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

