

**SIXTH AMENDMENT TO ADDENDUM TO SIGNATORY TERMINAL BUILDING LEASE
AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS CORPORATION**

This Sixth Amendment (“Sixth Amendment”) to Addendum (hereinafter defined) to Signatory Terminal Building Lease Agreement between Broward County, a political subdivision of the State of Florida (“County”), and JetBlue Airways Corporation, a Delaware corporation authorized to do business in the State of Florida (“JetBlue”) (collectively, the “Parties”), is entered into effective as of the date this Sixth Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into a Signatory Terminal Building Lease Agreement, dated October 1, 2011 (“Lease Agreement”).

B. The Parties entered into an Addendum to the Lease Agreement, effective June 4, 2013, to allow JetBlue to manage the design, construction, and installation of an In-line Baggage System and enabling projects in Terminal 3 at Fort Lauderdale-Hollywood International Airport (“Airport”). Since June 4, 2013, the Addendum has been amended five (5) times adding scope of work, time for performance, and funding (as amended, the “Addendum”).

C. After the execution of the Fifth Amendment to the Addendum, dated November 25, 2019, there have been necessary modifications to existing scope of work and unforeseen conditions that have increased the cost of the work, and projected cost increases to the current work budget, all of which is set forth on Schedule 1 attached hereto.

D. The Parties desire to amend the Addendum a sixth time to (i) increase the Contract Price by Nine Million Seven Hundred Thousand Dollars (\$9,700,000.00) to account for modifications to existing scope of work, unforeseen conditions, and projected cost increases to the current work budget, as more particularly described on Exhibit S attached hereto (“Additional Work”); (ii) add Three Million Dollars (\$3,000,000.00) for a new Owner’s Allowance Account; and (iii) extend the Contract Time to provide additional time for completion of the Project, as amended.

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 otherwise noted, amendments made to the Addendum by this Sixth Amendment are indicated by the use of strikethroughs to indicate deletions and underlining (except for headers) to indicate additions.
3. Section 4.23 of the Addendum is hereby amended to read as follows:

Project means the (i) design, construction, installation, testing, and commissioning of an In-Line Baggage System for Terminal Three of the Airport and certain enabling projects

related thereto, including, without limitation, JetBlue retaining the Program Manager and the Design-Build Contractor for such installation, and (ii) construction, installation, testing, and commissioning of the BCAD Terminal 3 Modernization Program implementation, Chiller Plant Improvements and the bump-out of Terminal 3 to accept the connector from Terminal 2, in each case, JetBlue overseeing the construction and installation, and completing all such Work in accordance with the Design Criteria, Contract Documents, and all applicable federal, state, and County laws, rules, and regulations. The entire Project is more particularly described in Exhibit A of this Addendum; and in Exhibit N of the Second Amendment, Exhibit P of the Third Amendment, Exhibit Q of the Fourth Amendment, ~~and~~ Exhibit R of the Fifth Amendment, and Exhibit S of the Sixth Amendment.

4. Section 4.25 of the Addendum is hereby amended to read as follows:

Scope of Services/Project Description is attached hereto and made a part of this Addendum as Exhibit A, Exhibit N of the Second Amendment, Exhibit P of the Third Amendment, Exhibit Q of the Fourth Amendment, ~~and~~ Exhibit R of the Fifth Amendment, and Exhibit S of the Sixth Amendment.

5. Section 4.30 of the Addendum is hereby amended to read as follows:

Work means the construction and professional design and engineering services required by the Design Criteria and Contract Documents, including all labor, materials, equipment, and services provided or to be provided by Design-Build Contractor to fulfill its obligations under the Design-Build Contract. Work may constitute the whole or a part of the Project. Work also includes the Additional Work described in Exhibit N of the Second Amendment, in Exhibit P of the Third Amendment, Exhibit Q of the Fourth Amendment, Exhibit R of the Fifth Amendment, and Exhibit S of the Sixth Amendment, provided however that professional design services are not included in the definition of Work for the Scope of Services set forth in the following exhibits: Exhibit N, P, Q, R, and S.

6. The following three (3) sections are hereby added to Article 6 of the Addendum:

6.17 With respect to the Additional Work described in Exhibit S, prior to the earlier of (a) proceeding with the Additional Work or (b) July 1, 2021, JetBlue shall notify BCAD in writing whether, based on its reasonable estimation, (i) all costs and expenses to be incurred by JetBlue in connection with performing such Additional Work, including all hard and soft costs related thereto, can be completed by JetBlue for no more than Nine Million Seven Hundred Thousand Dollars (\$9,700,000.00), and (ii) Substantial Completion of such Additional Work can be achieved by JetBlue within the Contract Time (collectively, the "Additional Work Condition").

6.18 If JetBlue reasonably determines that either or both elements of the Additional Work Condition cannot be met, then, on or before the thirtieth (30th) calendar day after JetBlue's written notice to BCAD of the same, BCAD and JetBlue shall meet to review the

status of the Contract and Program Manager Contract amendment negotiations regarding this Additional Work and the Additional Work itself that is the subject of this Sixth Amendment. At such meeting, BCAD and JetBlue may agree to recommend to the Board a further increase to the Contract Price, a further extension to the Contract Time, a reduction of the scope of the Additional Work described in Exhibit S, or may otherwise agree to modify the Project such that the Additional Work Condition can be met (a "Recommended Modification"). If BCAD and JetBlue do not agree on a Recommended Modification on or before the thirtieth (30th) calendar day after such meeting, or a Recommended Modification is subsequently not approved by the Board, this Sixth Amendment shall automatically terminate. If the Sixth Amendment terminates, the Addendum (as amended by the Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment) shall continue in full force and effect, without the modifications set forth in this Sixth Amendment. The funding specified in Section 6.17 is limited to the Additional Work described in this Sixth Amendment and not for any other purpose; therefore, the funding shall not be provided if this Sixth Amendment terminates as provided in this Section 6.18.

6.19 If this Sixth Amendment is terminated under Section 6.18 above, the County's only financial obligation is to reimburse JetBlue for necessary and reasonable reimbursable costs actually incurred by JetBlue through its Program Manager in connection with the Additional Work described in Exhibit S, which costs were incurred prior to the effective date of such termination, in accordance with the procedures set forth in Article 12 of the Addendum.

7. Section 12.1 of the Addendum is hereby amended as follows:

12.1 Compensation. The County shall pay to JetBlue the Contract Price approved for the Project not to exceed ~~Two Hundred Fifty-Two Million Five Hundred Sixty-Five Thousand Dollars (\$252,565,000.00)~~ Two Hundred Sixty-Five Million Two Hundred Sixty-Five Thousand Dollars (\$265,265,000.00).

8. Exhibit A of the Addendum is hereby amended as follows:

a. Paragraph 1.a of Exhibit A is amended to read:

1.a. The "Project" and the "Services" as such terms are used herein, shall be deemed to include the scope of the Additional Work described on Exhibit Q, ~~and~~ Exhibit R, and Exhibit S attached hereto.

b. Paragraph 2.a of Exhibit A is hereby amended as follows:

2.a. Except as set forth in this Section 2.a, Substantial Completion of the Additional Work described in Exhibit Q, ~~and in~~ Exhibit R, and Exhibit S shall be achieved by December 31, 2021, and Final Completion shall be achieved by August 31, 2022. Substantial Completion for the Terminal 3 Bump-Out

(as defined below) shall be achieved by March 31, 2022.

For purposes of this Section 2(a), "Terminal 3 Bump-Out" means only the work package 3 connector bump-out.

c. Paragraph 3 of Exhibit A is hereby amended as follows:

3. Contract Price. The budget for the Project (including the Additional Work addressed in the Sixth Amendment) is ~~Two Hundred Fifty Two Million Five Hundred Sixty Five Thousand Dollars (\$252,565,000.00)~~, Two Hundred Sixty-Five Million Two Hundred Sixty-Five Thousand Dollars (\$265,265,000.00) subject to adjustment as provided in the Addendum.

9. Exhibit R of the Agreement is hereby deleted in its entirety and replaced with Exhibit R-1, attached hereto and made a part hereof. As of the Effective Date, every reference in the Addendum to Exhibit R, including through this Sixth Amendment, shall be deemed to refer to Exhibit R-1.

10. Exhibit S, entitled "Sixth Amendment Additional Work", attached hereto, is hereby incorporated into the Addendum.

11. An Owner's Allowance Account is hereby created and funded in the amount of Three Million Dollars (\$3,000,000.00) which shall be utilized as set forth in this Section 11. The Parties agree that the Owner's Allowance Account is intended to reimburse JetBlue for costs expended for a specific purpose related to this Addendum which were not included or contemplated at the time of execution of this Sixth Amendment. For purposes of this Section 11, (i) Contract Price Element Adjustment Memorandum ("CPEAM") means a written document executed by the Contract Administrator ordering a change in the Work to be paid from the Owner's Allowance Account and (ii) "CPEAM Request" means a request for a CPEAM, in the form attached hereto as Form 1, delivered by JetBlue to the Contract Administrator requesting the Contract Administrator's approval.

a. Work to be paid under the Owner's Allowance Account may not be performed or paid unless authorized by the Contract Administrator through issuance of a CPEAM.

b. A CPEAM shall include a detailed schedule of costs with supporting back-up materials, all applicable quotes for supplies and services, and justification or cause for the CPEAM.

c. All CPEAM requests shall be made using the CPEAM Request form and shall include such additional supporting documentation as requested by the Contract Administrator.

d. The combined value of all CPEAMs shall not exceed the maximum authorized amount of the Owner's Allowance Account.

- e. Upon Final Completion and final payment, the Contract Price shall be decreased by CPEAM or Change Order to credit unexpended amounts under the Owner's Allowance Account.
12. No Waiver. Except as otherwise expressly provided for in this Sixth Amendment, neither JetBlue nor County shall be deemed to have waived any or all of its rights or remedies with respect to any claim or breach existing on the date hereof or arising hereafter. No failure by County to exercise, and no delay by County in exercising, any right, remedy, power, or privilege under the Addendum shall operate as a waiver thereof.
13. Except as expressly modified herein, all remaining terms and conditions of the Addendum shall remain in full force and effect.
14. In the event of any conflict or ambiguity between this Sixth Amendment and the Addendum, the Parties hereto agree that this Sixth Amendment shall prevail.
15. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Addendum.
16. The Addendum, including as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in the Addendum, including as amended in this Sixth Amendment. Accordingly, no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.
17. 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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth Amendment: Broward County, through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2021, and JetBlue Airways Corporation, 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 J. Bucciero**

William J. Bucciero (Date)
Assistant County Attorney

Digitally signed by William J. Bucciero
Date: 2021.03.09 18:34:34 -05'00'

By **Alexander J. Williams, Senior Assistant County Atty**

Alexander J. Williams (Date)
Senior Assistant County Attorney

Digitally signed by Alexander J. Williams, Senior Assistant County Atty
Date: 2021.03.09 19:25:12 -05'00'

WB/ch
JetBlue Airways Corporation – 6th Amd to Addm
2/19/2021
80071.0027

**SIXTH AMENDMENT TO ADDENDUM TO SIGNATORY TERMINAL BUILDING LEASE
AGREEMENT BETWEEN BROWARD COUNTY AND JETBLUE AIRWAYS CORPORATION**

JETBLUE

ATTEST:

JETBLUE AIRWAYS CORPORATION

Assistant Secretary

By 

Name: Lisa Reifer

Title: VP, Infrastructure

(CORPORATE SEAL)

___ day of _____, 2021

Mar 1, 2021

WITNESS:



Signature

Brian Friedman

Print Name of Witness above



Renee Anckner (Mar 4, 2021 15:34 EST)

Signature

Renee Anckner

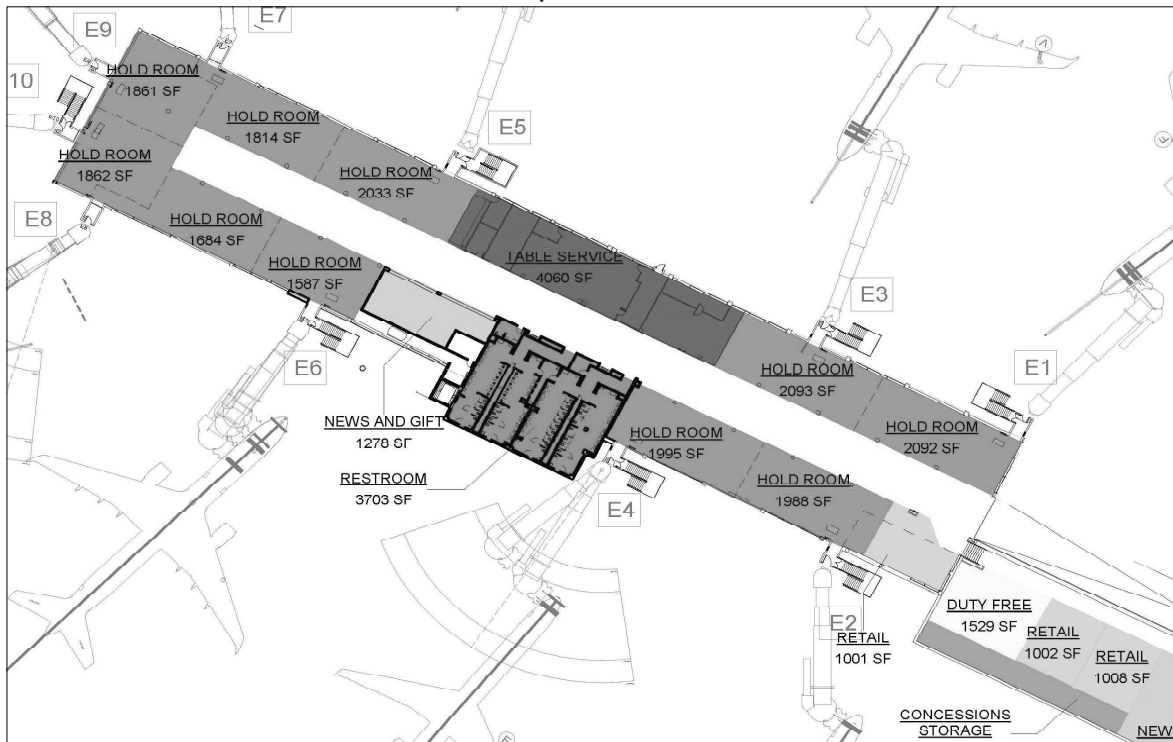
Print Name of Witness above

Schedule 1 - Amendment 6 Financial Details

Scope Quantified after 6/30/20	Amount	Status	
Fire Watch (Concourses E & F Only; WP1)	\$195,000	Fire Watch for Apr, May, Jun 2020 for Concourse F Closure	
Maintenance Shop Replacement	\$500,000	Added after 100% Design	
Connector Bumpout (WP3) Supplemental Info 1, 2, & 3	\$800,000	Changes due to BCS & Environmental Department Comments (flood issue)	
Bokampers Grease Trap	\$287,000	Scope and location needed to be modified	
BCAD MX Plumbing Revisions Concourse E & F	\$129,100	Revisions for BCAD MX included in Concourse Restrooms	
Temp Generators (April thru July 2020)	\$1,273,000	Costs exceeding \$2M allowance in budget.	
Fire Alarm Upgrades	\$937,000	Fire Alarm Costs for Terminal, not Concourses which were included in Amendment 5	
Temp Generators after August 2020 for Shutdowns	\$787,000	Size and duration were not originally known	
Relocation of Data to New Comm Rooms	\$150,000	Allowance for identifying unknown circuits	
General Conditions Extension (if needed)	\$533,128	For schedule extension beyond Jan 2022.	
Concourse E & F Carpet	\$350,000	BCAD RFDC Form has been signed; original design called for minimal replacement	
Ticket Counter Millwork Inserts	\$50,000	Due to change to common use equipment project provided these	
AA Gate Striping	\$10,000	To facilitate the closure of Echo Concourse AA was relocated to Foxtrot	
Subtotal	\$6,001,228		
Budget Variance to Current Working Estimate		Work Package	Descriptive
WP1 Concourses	\$26,305		
WP2 Terminal	\$2,484,548	WP1	Concourse E & F
WP3 T2/T3 Connector	\$191,493	WP2	Terminal Lobby & E/F Connector
WP4 Baggage Claim	\$873,083	WP3	North Bump Out
WP7 Chiller Plant	\$86,638	WP4	Arrivals
WPX Tenant	\$26,272	WP7	Chiller Plant
Subtotal Program Budget Variance as of 6/30/20	\$3,688,340	WPX	Concessions
Owner's Contingency Allowance	\$3,000,000		
Amendment 6 Total	\$12,689,568		

Exhibit R-1 Terminal 3 Modernization Phase 3 Projects

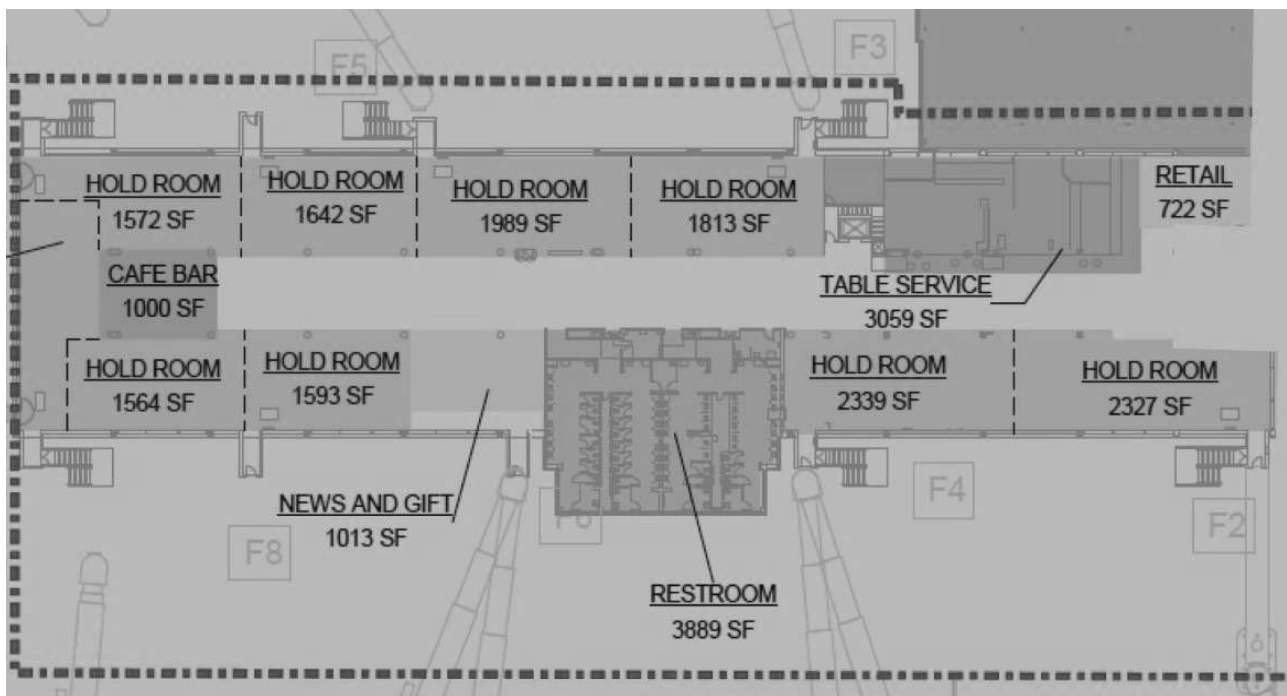
**Concourse E Renovations
Departure Level**



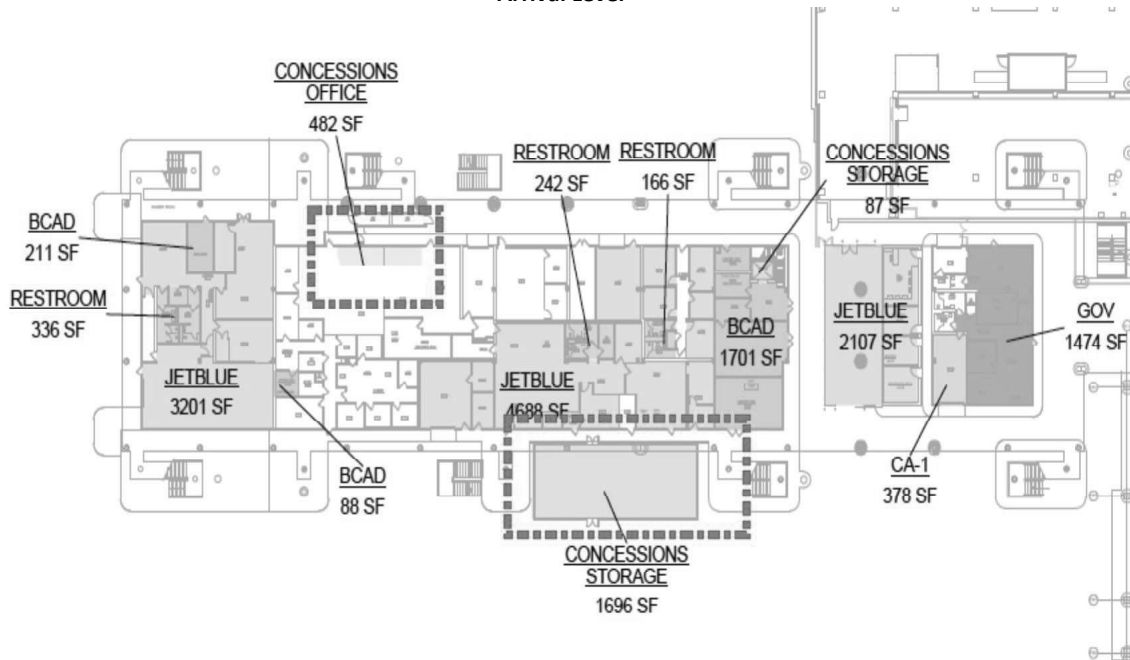
Arrival Level



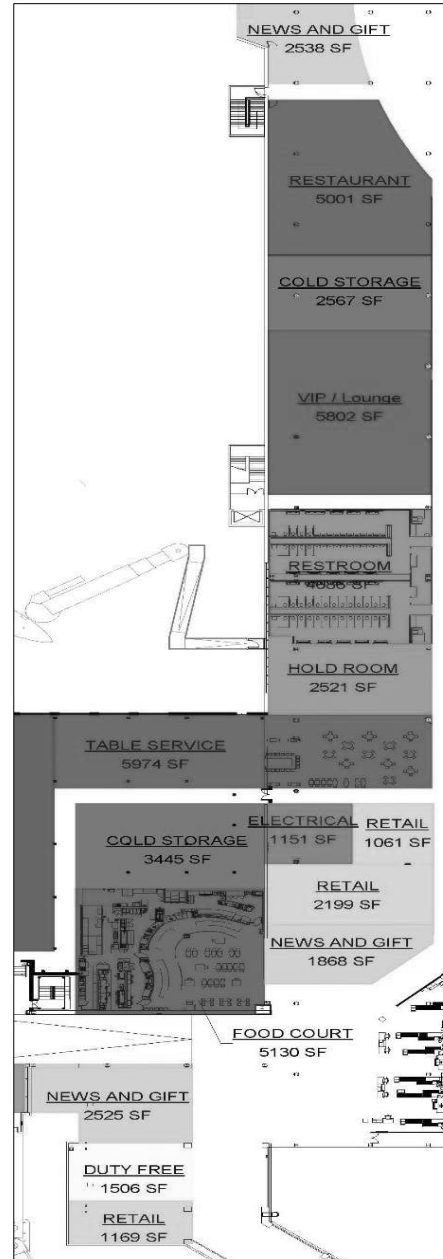
**Concourse F Renovations
Departure Level**



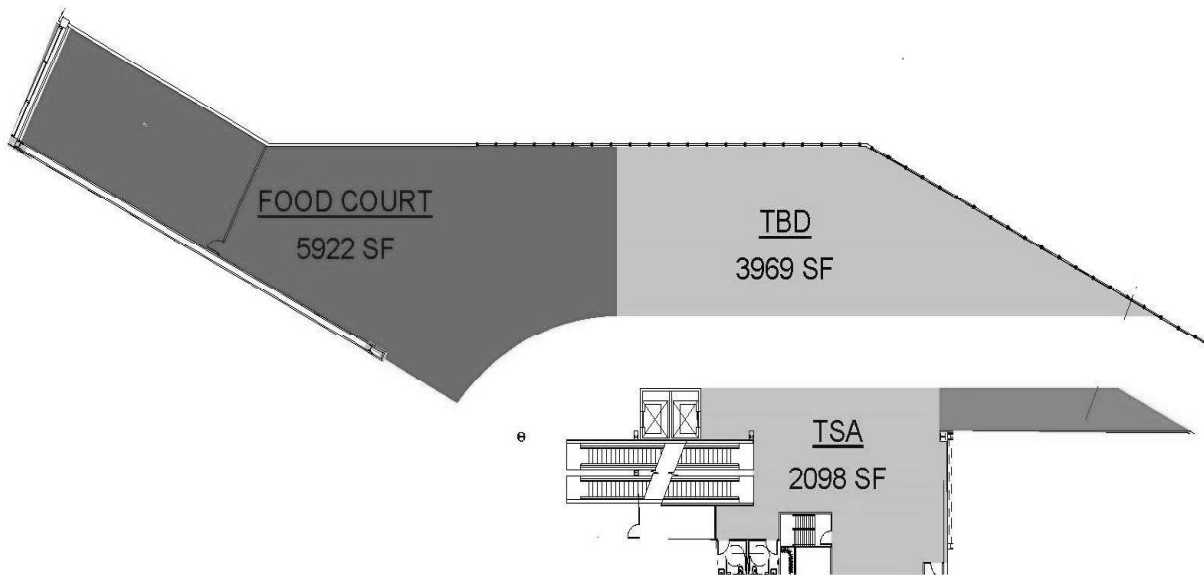
Arrival Level



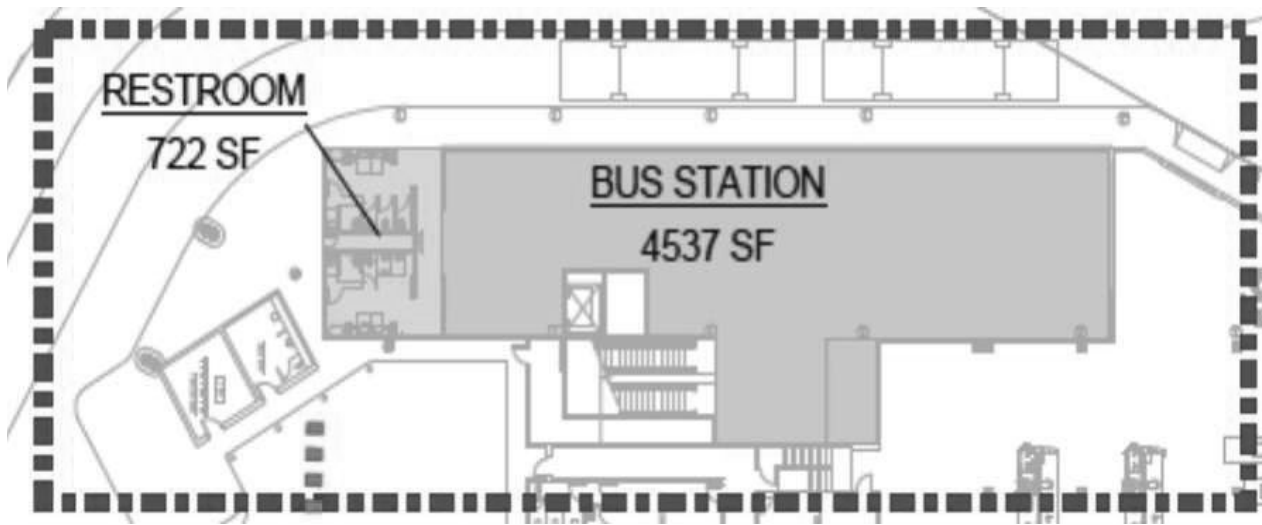
E/F Connector



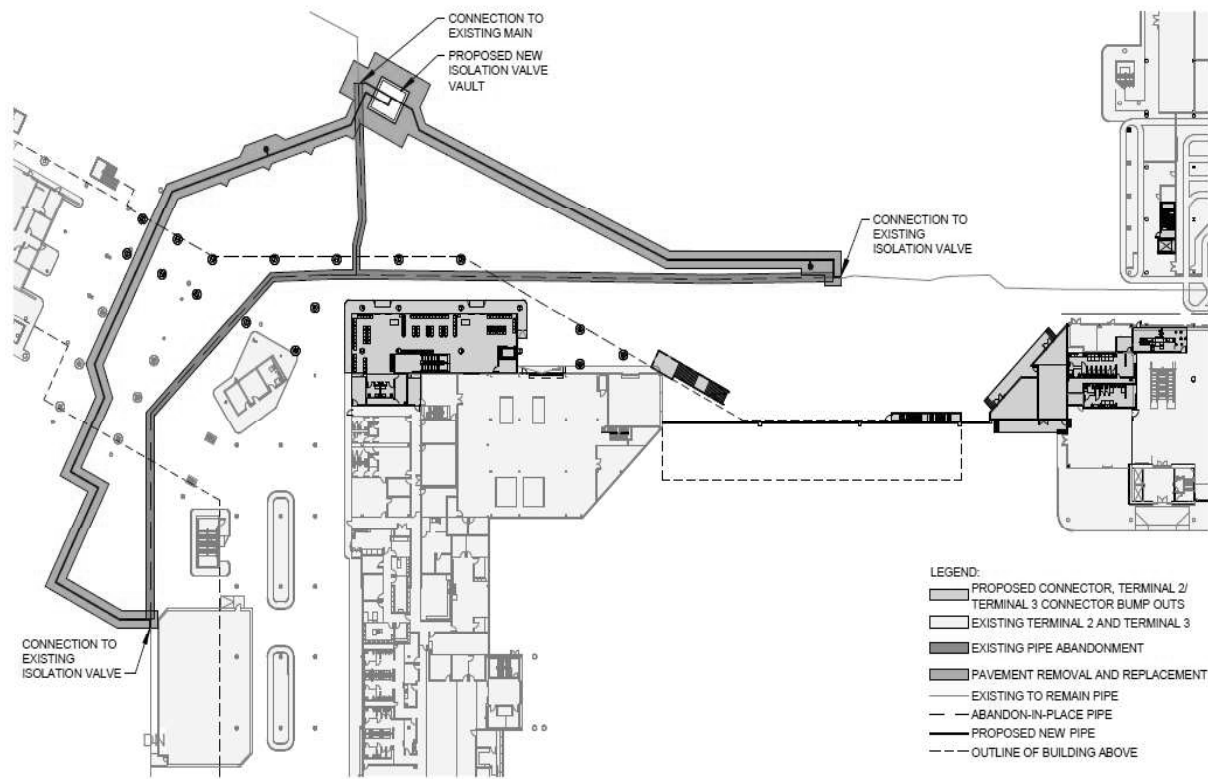
**Terminal 3 Connector Bump Out
Departure Level**



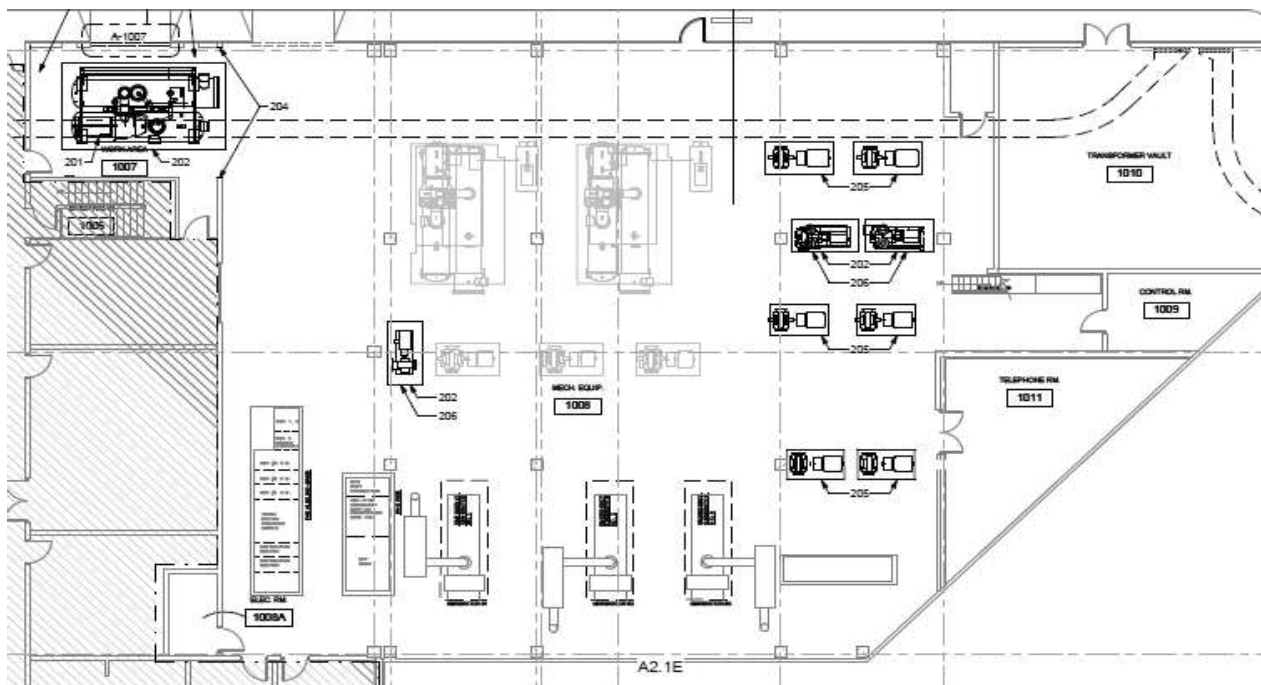
Arrival Level



Fuel System Relocation

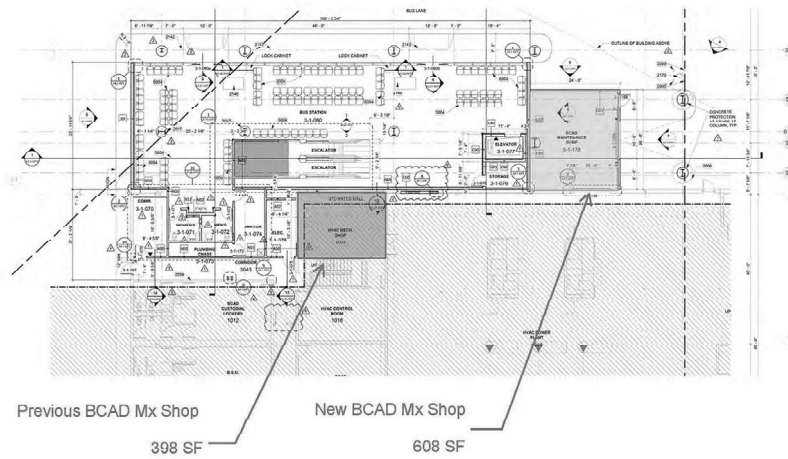


CHILLER PLANT

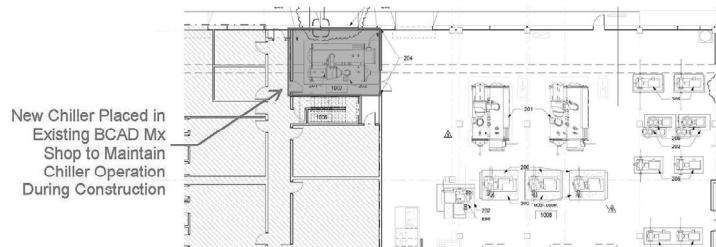


BCAD MAINTENANCE SHOP

WORK PACKAGE 3 ADDITION



CHILLER PLANT RENOVATION



FIRE ALARM SCOPE

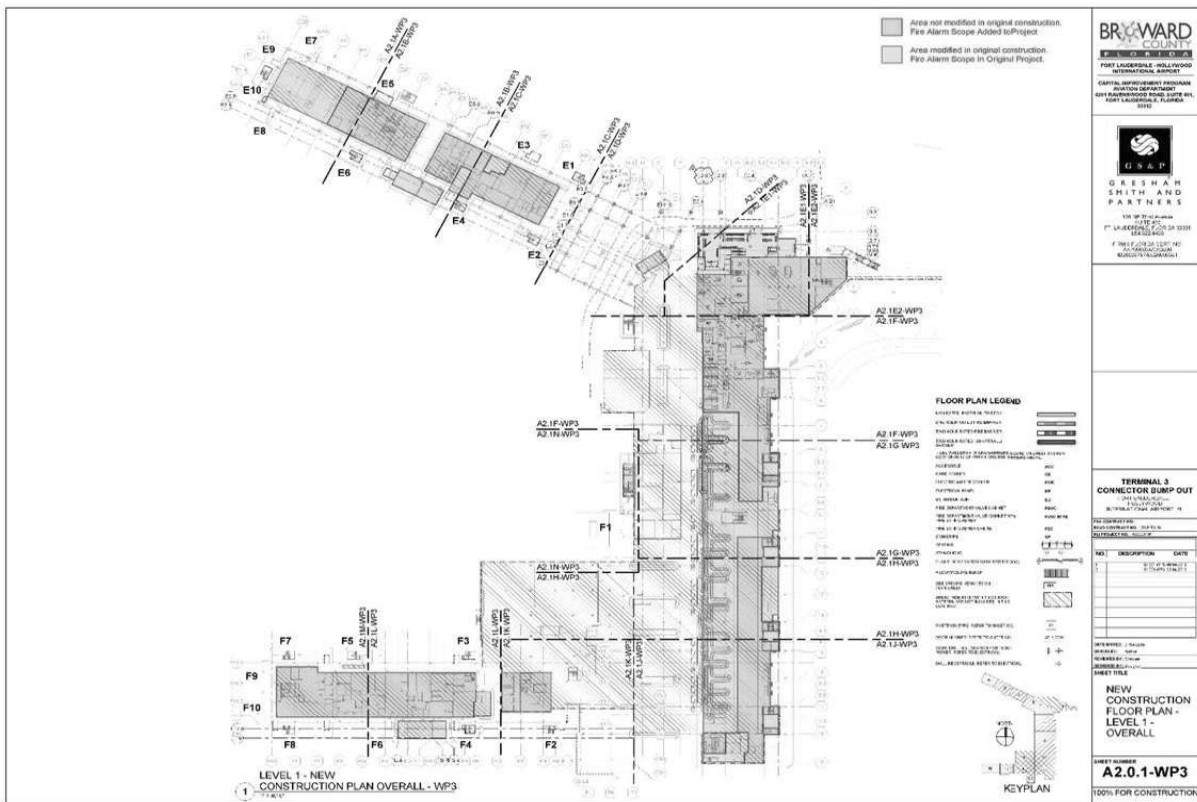


EXHIBIT S – SIXTH AMENDMENT ADDITIONAL WORK

This Sixth Amendment to the Agreement between Broward County and JetBlue Airways Corporation consists of work related to the continued modernization of Terminal 3 (T3). The work includes adjustments to temporary facilities in an effort to maintain the existing project scope during construction, as well as the separation of the areas of work into Work Packages, to aid in construction phasing and scheduling minimizing impacts to the passengers, airlines, and future airport operations. The Sixth Amendment also includes providing updated technological equipment serving the terminal and concourses. This work will further improve the customer experience, fire alarm warning system, airport security, and air distribution system control of the air-conditioning system. All additional work aligns with the current Terminal Master Plan and lifecycle concepts for the future of T3.

T3 Concourse Renovations (Work Package 1), North Ticket Lobby Renovation (Work Package 2), T3 Connector, North Expansion “Bump Out” (Work Package 3), Baggage Claim and Arrivals Level Renovations (Work Package 4), and Future Concessions and E/F Connector (Work Package X), all share the following:

1. Validating scope, schedule, and budget; bidding and procurement activities; overseeing the construction; and constructing and closing out each Work Package approved for construction in accordance with the Contract Documents and the Agreement, as amended by the Sixth Amendment.

Each of the individual Work Packages for the T3 Modernization Program utilizes unique phasing requirements and project scope adjustments. Key individual adjustments per Work Package include:

Work Package X – E/F Connector Concessions and Tenants

1. Additional Utilities needed to support Bokampers Sports Bar & Grill (Bokampers), VIP Lounge, Concession Preparation Kitchen, Concession Storage, and the new North Restaurant.
 - 1.1. Original scope was based on conceptual tenant utility needs and utility approaches from previous projects at FLL. Final determination of tenant loads and lessons learned from other projects at FLL after the 100% Construction Documents were complete, resulted in the modification and addition of utilities to support these spaces.
2. Bokampers Grease Trap Modification
 - 2.1. Original scope called for an in-line grease trap within the tenant space to support the Bokampers kitchen. This approach was utilized in the Terminal 1 (T1) Modernization Program, but after the operation of the in-line grease traps at T1, it was determined that a below grade grease trap should be implemented at T3. Multiple approaches were attempted by the project team until an above ground solution at Gate F1 was finalized.

3. Plumbing Upgrades at the Public Restrooms
 - 3.1. Additional cleanouts and modified serviceability details were provided by BCAD Maintenance based upon lessons learned from the new restrooms in T3 and other Terminals. These details were added or modified to support a faster and easier maintenance approach to the public restrooms.

Work Package 1 – Concourse E and F Improvements

1. Carpet Replacement
 - 1.1. Original Scope called for new carpet replacement only in the areas impacted by the construction. After four years, the existing carpet is beginning to show wear and tear and patching work is not acceptable to the customer experience. This project represents an opportunity to replace the entire carpet on both concourses to improve the quality and overall appearance of the holdrooms for the passengers.

Work Package 2 – Terminal Improvements

1. BCAD Security Standards
 - 1.1. New camera quantities and upgraded camera types that were not included in the Fifth Amendment (Concourse changes only). New cameras are now required by BCAD to promote the highest visibility to all areas of the facility based upon newly available equipment and to eliminate existing blind spots. These camera types and the BCAD Security standards were updated after the T3 Modernization project already commenced. This project presents an opportunity to deploy security camera upgrades and to address outdated equipment while entire areas are closed for construction, rather than addressing later, which will be more disruptive to the passenger experience. This approach provided the opportunity to implement the new BCAD Security standards while completing the current construction scope of work. This will eliminate creating a future project to meet the new BACD Security Standards, which will be more expensive.
2. Johnson Controls Wireless Devices:
 - 2.1. The existing air-conditioning system wireless controls were only being upgraded in the areas where mechanical equipment was being replaced. Opening the ceilings for other construction activities revealed the poor condition of the existing Variable Air Volume (VAV) equipment. Since the ceiling is already open, the opportunity presented itself to replace the dilapidated equipment now while entire areas are closed for construction, rather than later when it will be more disruptive to the passenger experience. This approach provided the opportunity to implement the new BCAD Maintenance standards while completing the current construction scope of work. This will eliminate creating a future project to meet the new BACD Security Standards, which will be more expensive. The Fifth Amendment to this Agreement included upgrades to

the Concourses and this Sixth Amendment includes additional funds for the additional work.

3. Fire Alarm Devices

3.1. The New “Notifier” Fire Alarm System is not compatible with the existing Fire Alarm System. Rather than have two separate Fire Alarm Control Panels, the project has elected to replace the existing Fire Alarm system in its entirety. The Fifth Amendment included upgrades of all the existing Fire Alarm devices in Concourses E and F. This Sixth Amendment will cover the costs for changing all existing Fire Alarm devices in their entirety that remain within T3.

4. Relocation of Data and Communications Equipment to a New Communication room:

4.1. In an effort to maintain airport operations while construction was ongoing and eliminate multiple shutdowns, additional construction phases were added to the project. This additional phasing exhausted the allowances established for Communications phasing during bidding. This Sixth Amendment will replenish the account based on the amount actually required to perform the work.

Work Package 3 –T3 Connector Bump out

1. Unforeseen Conditions:

1.1. There have been many Unforeseen Conditions encountered as the project expanded to the North from the existing T3 footprint. The project uncovered abandoned subgrade utilities, foundations, old roadway elements, and other items that were not identified on As-Built drawings from the original 1985 construction of T3. A portion of the existing utilities which were known to be in the area are in different locations than identified on the As-Built drawings. This has resulted in modifications to new pile foundations, new utilities, new civil apron infrastructure, as well as code required treatment of the abandoned utilities. While some unforeseen conditions were anticipated, the number of items encountered were more than originally anticipated. This Sixth Amendment will compensate for the difference between the originally forecasted amount and the actual costs to complete the project.

2. Flood Mitigation Requirements:

2.1. Florida Building Code now requires that flood mitigation measures recommended by FEMA be implemented through all new construction and addition projects. Work Package 3 is classified as an addition to the building and all flood mitigation requirements apply to this scope of work. Originally, the Project Team intended to pursue a variance to this Code requirement because this small portion of the building would be protected from a flood while the rest of the existing building would not. It was determined that the time required to obtain a variance would not align with the desired project schedule.

Flood mitigation elements were then added to the scope of the project so a permit could be obtained, and the project could start on time to maintain desired schedule.

Work Package 7 – T3 Chiller Plant Upgrade

1. Connector Program Coordination:

1.1. Upon the completion of the Chiller Plant design in 2015, the Terminal Connector program had not been developed. During construction of the Chiller Plant in 2018, the T2/T3 Connector Design was developed far enough that it was discovered the main electrical room for the Chiller Plant under construction was going to be impacted. In working with the Design Team, changes were made to both the Chiller Plant and the T2/T3 Connector designs to minimize the impacts to both projects. This resulted in major electrical changes in the Chiller Plant project that were not known at the time of the Fifth Amendment.

2. Maintenance Support Facility:

2.1. The existing Chiller Plant included an area for supporting BCAD Maintenance operations. This area was reallocated for the placement of a new third Chiller. Due to the Chiller Plant's space limitation, a new area for BCAD Maintenance operations could not be incorporated. Through an evaluation it was determined that space immediately adjacent to the T3 Chiller Plant is required and the space was added to the project to be built out.

Form 1- CPEAM



CPEAM REQUEST FORM

CPEAM No. _____ Project: _____ CMR Firm: _____

Date: _____ PO No.: _____ Proj. Mgr: _____

Initiated by: _____ CPEAM Sources of Funds: _____

- | | | |
|---|---|---|
| <input type="checkbox"/> Airlines | <input type="checkbox"/> Contractor's Direct Construction Cost | <input type="checkbox"/> Contractor's Pre-Construction Services |
| <input type="checkbox"/> A/E | <input type="checkbox"/> Contractor's General Conditions | <input type="checkbox"/> FAA Allowance |
| <input type="checkbox"/> General Contractor | <input type="checkbox"/> Contractor's Management Services | <input type="checkbox"/> FDOT Allowance |
| <input type="checkbox"/> Other | <input type="checkbox"/> Contractor's Fixed Fee | <input type="checkbox"/> Utility Relocation Allowance |
| <input type="checkbox"/> Owner-BCAD | <input type="checkbox"/> Agency with Jurisdiction Contingency | <input type="checkbox"/> Other Regulatory Agency Allowance |
| <input type="checkbox"/> Program Manager | <input type="checkbox"/> Contractor's Construction Contingency (Incl. Early Work) | _____ |
| <input type="checkbox"/> Trade Contractor | <input type="checkbox"/> County's Construction Contingency | _____ |
| <input type="checkbox"/> Construction Project Manager (CPM) | <input type="checkbox"/> Contractor's Enabling Work | |

CPEAM Reason Key:

- Consultant Directive
- A/E Errors and Omissions
- Force Majeure
- Other Agency Change
- Owner Directive
- Regulatory Change
- Unforeseen Conditions

Applicable Contract Document Section:

Expected Costs: _____ Merit No Merit

Description of Change

Cause and Justification for Item & Action Taken (including schedule impact)

Budget & Funding Analysis