

SECOND AMENDMENT TO THE CONSTRUCTION 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 Second Amendment ("Second 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 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, except for the South Regional Courthouse Replacement Project, and included an amount for the Owner's Allowance Account for each Project, except for the South Regional Courthouse Replacement Project.
- C. In response to pandemic induced fluctuations in the availability and pricing of goods and materials and in subcontractor pricing, on September 22, 2021, County and Contractor entered into a First Amendment to the Agreement ("First Amendment") to increase 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. The September 20, 2020, Agreement and First Amendment are collectively referred to as the "Agreement".
- D. County's Construction Management Division ("CMD") and Contractor have reached an agreement on an Estimated Guaranteed Maximum Price for the South Regional Courthouse Replacement Project (the "SRCR Project") and CMD recommends this Second Amendment to establish the Estimated Guaranteed Maximum Price and an amount for the Owner's Allowance



Account for the SRCR Project, and to amend Section 7.6 of the Agreement to accommodate the addition of the Estimated Guaranteed Maximum Price and amount for the Owner's Allowance for the SRCR Project.

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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. This Second Amendment shall be effective as of the date it is fully executed by the Parties.
3. Section 7.6, Establishment of FGMP, of the Agreement is hereby amended as follows:

Establishment of FGMP: Exhibit B-2 sets forth the EGMP for each Project ~~except for the South Regional Courthouse Replacement Project~~. Contractor shall submit a proposed FGMP to County for the construction and any other phases of the Project on or before the date for submission set forth in the Project's Work Order. In formulating the FGMP, Contractor shall calculate the Contract Price Elements. After Contractor's submission of the proposed FGMP, the Contract Administrator and Contractor shall meet to review the proposed FGMP, and work to produce a FGMP acceptable to County. After production of an acceptable FGMP, the Parties shall execute an amendment to this Agreement, in substantially the form attached hereto as Form 12 that includes, but is not limited to, a completed breakdown of the FGMP in a form substantially similar to Exhibit B-2, and the Project Schedule for the Work, including, but not limited to, times for Contractor's achievement of Substantial Completion and of Final Completion ("FGMP Amendment"). Upon execution of the FGMP Amendment for a Project, Contractor assumes all risk of any Contract Price Element, except for the Owner's Allowance Account, in excess of the accepted FGMP, as adjusted by County approved change orders, Construction Change Directives, or CPEAMs, to the extent such additional costs should have been included in the FGMP in Contractor's exercise of commercially reasonable efforts. ~~With the exception of the South Regional Courthouse Replacement Project,~~ The Contract Administrator is hereby authorized to execute each Project-specific FGMP Amendment so long as the FGMP for that Project does not exceed the EGMP for that Project as set forth on Exhibit B-2.

4. Exhibit B-1, Schedule of Estimated Guaranteed Maximum Prices, attached to the First Amendment, is hereby deleted in its entirety and replaced with Exhibit B-2, attached to this Second Amendment, to provide for the addition of an EGMP and Owner's Allowance for the SCCR Project.



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, the First Amendment, and this Second 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 Second 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 and First Amendment shall remain in full force and effect.

8. The attached Exhibit B-2 is incorporated into and made a part of this Second Amendment.

9. This Second 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.

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SECOND 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
Second 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 the ____ day of
_____, 2022, and CONTRACTOR, signing by and through its Managing
Member duly authorized to execute same.

COUNTY

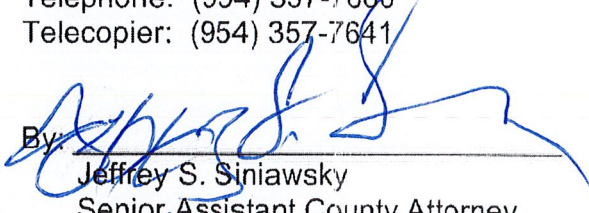
ATTEST:

BROWARD COUNTY, by and through its
its Board of County Commissioners

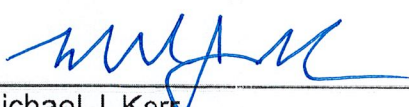
Broward County Administrator, as
ex officio Clerk of the Broward County Board
of County Commissioners

By: _____
Michael Udine, Mayor
____ day of _____, 2022

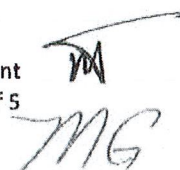
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
Jeffrey S. Siniawsky
Senior Assistant County Attorney

Date: 5/12/2022

By: 
Michael J. Kent
Deputy County Attorney

Date: 5/12/22



SECOND 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)

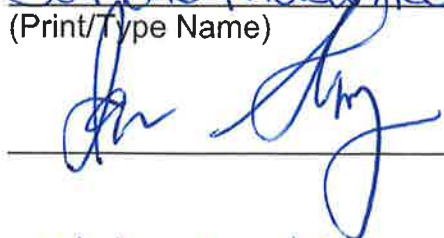


Darrell Lipman
(Print/Type Name)

WITNESS:



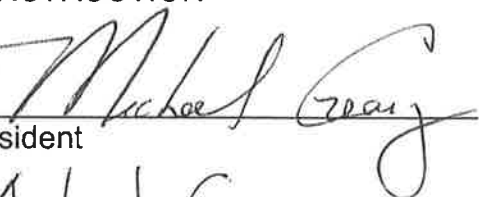
Janelle Musumeci
(Print/Type Name)



IAN SCHWARTZ
(Print/Type Name)

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

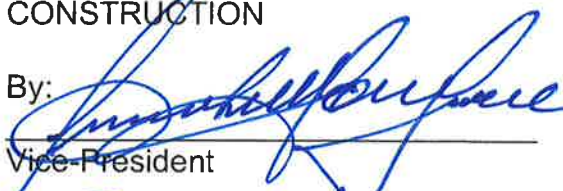
JAMES B. PIRTLE CONSTRUCTION
COMPANY, INC., d/b/a PIRTLE
CONSTRUCTION

By: 

President
Michael Geary
(Print/Type Name)

12 day of May, 2022

STILES CORPORATION d/b/a STILES
CONSTRUCTION

By: 

Vice-President
Timothy O. Moore
(Print/Type Name)

12 day of May, 2022



Second Amendment
Exhibit B-2
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
Preconstruction Services	\$133,600	\$17,427	\$140,448	\$189,218	\$115,625	\$551,478
Direct Construction Costs						
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
Direct Cost Subtotal:	\$ 2,554,110	\$ 529,040	\$ 5,617,920	\$ 14,938,995	\$ 5,375,000	\$ 25,560,585
Contractor's General Conditions						
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
General Conditions Subtotal:	\$ 393,333	\$ 81,472	\$ 865,160	\$ 2,300,605	\$ 827,750	\$ 3,936,330
Construction Fixed Fee	\$176,847	\$36,631	\$453,816	\$689,584	\$372,165	\$1,769,815
Owner's Allowance Account	\$156,214	\$254,922	\$416,214	\$896,459	\$328,746	\$1,563,336
Estimated Guaranteed Maximum Price (EGMP)	\$ 3,414,104	\$919,492	\$ 7,493,557	\$ 19,014,861	\$ 7,019,286	\$ 33,381,545

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
Preconstruction Services	\$22,491	\$87,500	\$16,450	\$8,000	\$83,000	\$21,712	\$15,625	\$57,575
Direct Construction Costs								
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
Direct Cost Subtotal:	\$ 2,249,100	\$ 3,500,000	\$ 329,000	\$ 160,000	\$ 3,320,000	\$ 949,900	\$ 625,000	\$ 2,303,000
Contractor's General Conditions								
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
General Conditions Subtotal:	\$ 346,361	\$ 539,000	\$ 50,666	\$ 24,640	\$ 511,280	\$ 146,285	\$ 96,250	\$ 354,662
Construction Fixed Fee	\$155,728	\$242,340	\$30,373	\$14,771	\$268,190	\$65,771	\$57,700	\$159,460
Owner's Allowance Account	\$137,559	\$214,067	\$20,502	\$44,647	\$904,973	\$58,098	\$38,948	\$498,297
Estimated Guaranteed Maximum Price (EGMP)	\$ 2,911,240	\$ 4,582,907	\$ 446,991	\$252,058	\$5,087,443	\$1,241,765	\$833,523	\$3,372,994

Estimated Contract Price Elements	Projects							
	South Regional Courthouse							
Preconstruction Services	\$1,028,013							
Direct Construction Costs								
Estimated Direct Construction Cost	\$110,397,935							
Specialized Items	\$0							
Direct Cost Subtotal:	\$111,425,948							
Contractor's General Conditions								
Contractors General Conditions	\$7,727,855							
Contractors Supervisory, Admin.	\$9,383,824							
General Conditions Subtotal:	\$17,111,679							
Construction Fixed Fee	\$4,462,837							
Owner's Allowance Account	\$19,795,868							
Estimated Guaranteed Maximum Price (EGMP)	\$ 152,796,333							