

**THIRD 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 Third Amendment ("Third 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").

**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.
- D. On October 11, 2022 County and Contractor entered in a Second Amendment to the Agreement ("Second Amendment") that established an Estimated Guaranteed Maximum Price for the South Regional Courthouse Replacement Project (the "SRCR Project") and an amount for the Owner's Allowance Account for the SRCR Project, and amended 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. The Agreement, the First Amendment, and the Second Amendment are collectively referred to as the "Current Agreement".

- E. The Parties desire to further amend the Current Agreement to add Enabling Projects for the 500 Car Garage and Plaza Project ("Enabling Projects") as a Project and establish an Estimated Guaranteed Maximum Price in the amount of Fourteen Million Seven Hundred Eight Thousand Nine Hundred Ten Dollars (\$14,708,910) for the Enabling Projects.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Current 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 Third Amendment shall retain the meaning ascribed to such terms in the Current Agreement. Deleted language is shown as struck through and added language is underlined.
2. This Third Amendment shall be effective as of the date it is fully executed by the Parties.
3. Section 7.6, Establishment of FGMP, of the Current Agreement is hereby amended as follows:

Establishment of FGMP: Exhibit B-~~23~~ sets forth the EGMP for each 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-~~23~~, 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. 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-~~23~~.

4. Exhibit B-~~23~~, Schedule of Estimated Guaranteed Maximum Prices, attached to the Second Amendment, is hereby deleted in its entirety and replaced with Exhibit B-~~23~~, attached to this Third Amendment, to provide for the addition of an EGMP and Owner's Allowance for the Enabling Projects.

5. The Current 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, this Second Amendment, and this Third 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 Third 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 shall remain in full force and effect. If there is a conflict between the terms of the Agreement and the terms of this Third Amendment, the Parties agree that this Third Amendment shall control.

8. The attached Exhibit B-3 is incorporated into and made a part of this Third Amendment.

9. This Third 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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THIRD 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  
THIRD 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  
\_\_\_\_\_, 2024, 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: \_\_\_\_\_  
Nan Rich, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2024

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. Sinjowsky  
Senior Assistant County Attorney

Date: 3/20/2024

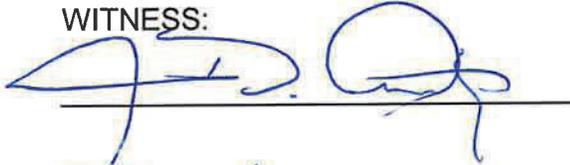
By: \_\_\_\_\_  
Michael J. Kerr  
Deputy County Attorney

Date: 3/20/2024

THIRD 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 ARMSTRONG  
(Print/Type Name)



Jarrod Hess  
(Print/Type Name)

WITNESS: 

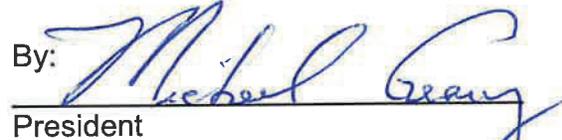
IAN SCHWARTZ  
(Print/Type Name)

\_\_\_\_\_

\_\_\_\_\_

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

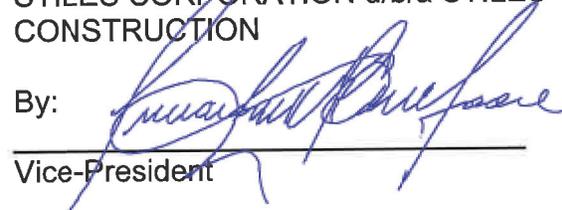
JAMES B. PIRTLE CONSTRUCTION  
COMPANY, INC., d/b/a PIRTLE  
CONSTRUCTION

By: 

President  
Michael Geary  
(Print/Type Name)

13 day of March, 2024

STILES CORPORATION d/b/a STILES  
CONSTRUCTION

By: 

Vice-President  
Timothy O. Moore

(Print/Type Name)

13th day of March, 2024

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

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

Estimated Contract Price Elements	Projects	
	South Regional Courthouse	<u>Enabling Projects for the Garage and Plaza</u>
<b>Preconstruction Services</b>	\$1,028,013	<b>\$385,000.00</b>
<b>Direct Construction Costs</b>		
Estimated Direct Construction Cost	\$110,397,935	\$11,000,000.00
Specialized Items	\$0	\$0
<b>Direct Cost Subtotal:</b>	<b>\$111,425,948</b>	<b>\$11,385,000.00</b>
<b>Contractor's General Conditions</b>		
Contractors General Conditions	\$7,727,855	\$770,000.00
Contractors Supervisory, Admin.	\$9,383,824	\$924,000.00
<b>General Conditions Subtotal:</b>	<b>\$17,111,679</b>	<b>\$1,694,000.00</b>
<b>Construction Fixed Fee</b>	<b>\$4,462,837</b>	<b>\$507,760.00</b>
<b>Owner's Allowance Account</b>	<b>\$19,795,868</b>	<b>\$1,122,150.00</b>
<b>Estimated Guaranteed Maximum Price (EGMP)</b>	<b>\$152,796,333</b>	<b>\$14,708,910.00</b>