

AMENDMENT NO. 5 TO WORK AUTHORIZATION NO. WA001TC  
RLI# 20071014-0-AV-01A

Consultant: Turner Construction Company  
Project No.: 3300  
Project Title: Terminal 4 Gate Replacement (CPM)  
**Facility Name: Fort Lauderdale – Hollywood International Airport**

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This Fifth Amendment to Work Authorization No. WA001TC is entered into between Broward County and Turner Construction Company pursuant to the Agreement dated May 19, 2009 and Work Authorization No. WA001TC approved February 14, 2012. In the event of any inconsistency between this Fifth Amendment and the Agreement, as amended, the provisions of this Fifth Amendment shall govern and control.

This Fifth Amendment provides for services consistent with the Agreement and Work Authorization No. WA001TC referenced above and as modified in the Scope attached hereto as **Exhibit 1**. Payment for such services shall be in accordance with the Agreement, subject to the limitations below. This Fifth Amendment shall not expire until the expiration of all warranty periods provided for in the Terminal 4 construction contracts subject to this Work Authorization, as amended.

The compensation set forth in Work Authorization No. WA001TC, as amended, is further amended as follows:

In consideration of the County's payment of the Lump Sum amount of ~~Five Million Three Hundred Six Thousand Four Hundred Ninety One Dollars (\$5,306,491.00)~~ Five Million Two Hundred Thirty-One Thousand Four Hundred Ninety-One Dollars (\$5,231,491.00); and that portion earned of the Maximum Not-To-Exceed amount of ~~Fifty Eight Million Four Hundred Ninety Seven Thousand Two Hundred Eighteen Dollars (58,497,218.00)~~ Sixty-Two Million One Hundred Five Thousand Nine Hundred Fifty-Six Dollars (\$62,105,956.00) for Professional Services, and the County's payment of that portion earned of the Maximum Not-To-Exceed amount of Two Million Two Hundred Seventy-Seven Thousand Four Hundred Thirty-Seven Dollars (\$2,277,437.00) for Reimbursables. Consultant waives and releases any and all claims associated with the performance of the Work described in this amended Work Authorization. This amended Work Authorization constitutes full accord and satisfaction of all claims for time and compensation associated with the Work authorized by this amended Work Authorization and for all events occurring prior to execution of this amended Work Authorization. Nothing contained in this Fifth Amendment shall alter, modify or change in any way the terms and conditions of the Agreement or Work Authorization No. WA001TC, as amended, except as provided herein.

**Budget**  
40350-41008-70802000-512160-100162-7140

**Requisition**  
**Number**

**Department Name**  
Aviation AEP

**Fee Determination:** Payment and time for services under this Work Authorization shall be as follows:

Description	Original Work Authorization	Through Amendment 4	Amendment 5	Revised Total
Professional Services (NTE)	\$20,625,880.00	\$58,497,218.00	\$3,608,738.00	\$62,105,956.00
Professional Services (LS)	\$2,180,561.00	\$5,306,491.00	(\$75,000.00)	\$5,231,491.00
Reimbursable Expenses	\$2,369,297.00	\$2,277,437.00	\$0.00	\$2,277,437.00
Total Maximum Cost	\$25,175,738.00	\$66,081,146.00	\$3,533,738.00	\$69,614,884.00

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Fifth Amendment to Work Authorization: Broward County, through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2021, and Turner Construction Company signing by and through its Vice President 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

\_\_\_\_\_  
Mayor or Vice-Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2021

Recommended by:

  
Digitally signed by Curtis  
Celestine  
Date: 2021.04.28 14:11:45  
-04'00'  
\_\_\_\_\_  
Project Manager Date

\_\_\_\_\_  
Curtis Celestine  
Print Name

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

 5/6/2021  
\_\_\_\_\_  
Contract Administrator Date

\_\_\_\_\_  
Marc Gambrell, P.E.  
Print Name

William  
Bucciero  
Digitally signed by William  
Bucciero  
Date: 2021.05.06 12:25:38  
-04'00'  
\_\_\_\_\_  
William J. Bucciero Date  
Assistant County Attorney

Alexander J.  
Williams  
Digitally signed by Alexander J.  
Williams  
Date: 2021.05.06 12:39:26 -04'00'  
\_\_\_\_\_  
Alexander J. Williams, Jr. Date  
Senior Assistant County Attorney

CONSULTANT

Attest:

DocuSigned by:  
Bob Hennessey 4/28/2021  
1337789F355D453...  
Secretary Date

Bob P. Hennessey  
Print Name

By:

DocuSigned by:  
Jaime S. Saavedra 4/28/2021  
E4E64107069148E...  
 President  Vice President Date

Jaime S. Saavedra  
Print Name



**EXHIBIT 1 – SCOPE OF SERVICES AND BUDGET FOR FIFTH AMENDMENT**

The Consultant shall continue to perform the scope of work as described in Work Authorization No. WA001TC, as amended. At no time shall the total amount for the entire Amended Work Authorization exceed the negotiated maximum not to exceed amount of Sixty-Nine Million Six Hundred Fourteen Thousand Eight Hundred Eighty-Four Dollars (\$69,614,884.00), unless the scope of work is altered through a negotiated amendment and a new maximum not to exceed amount is established.

**Budget**

Add additional funding from 40350-41008-70802000-512160-100162-7140 for the following:

Task #	Description	Labor		5 <sup>th</sup> Amendment	Revised Total Amount
1	T4 Gate Replacement Western and Eastern Expansion	\$54,717,091	NTE	\$3,443,238	\$58,160,329
		\$4,856,491	LS	\$25,000	\$4,881,491
2	QAMT Western and Eastern Expansion (Testing Only)	\$1,409,643	NTE	\$0	\$1,409,643
3	Field Verification Western and Eastern Expansion	\$450,000	LS	(\$100,000)	\$350,000
4	T4 Gate Replacement Eastern Expansion	\$0		\$0	\$0
5	QAMT Eastern Expansion	\$0		\$0	\$0
6	Field Verification Eastern Expansion	\$0		\$0	\$0
7	Baggage Handling System	\$165,791	NTE	\$0	\$165,791
8	Extended Services Western and Eastern Expansion	\$0		\$0	\$0
9	Extended Services Eastern Expansion	\$0		\$0	\$0
10	Environmental Inspection and Testing	\$0		\$0	\$0
11	Overtime	\$360,000	NTE	\$0	\$360,000
12	Additional Testing	\$0		\$0	\$0
13	Dispute Avoidance Panel	\$1,500,000	NTE	\$150,000	\$1,650,000
14	Photographic Documentation	\$344,693	NTE	\$15,500	\$360,193
	Reimbursable Expenses	\$2,277,437		\$0	\$2,277,437
<b>Totals</b>		<b>\$66,081,146</b>		<b>\$3,533,738</b>	<b>\$69,614,884</b>

Note: \$10,000 was transferred from Task #12 to Task #11 via TURCON-004598 dated 10/05/2020, approved on 10/26/2020