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 Replacerment 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-~~2~~3 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-~~2~~3, 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-~~2~~3.

4. Exhibit B-~~2~~3, Schedule of Estimated Guaranteed Maximum Prices, attached to the Second Amendment, is hereby deleted in its entirety and replaced with Exhibit B-~~2~~3, 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 Administrator, as
ex officio Clerk of the Broward County Board
of County Commissioners

BROWARD COUNTY, by and though its
its 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. Siniawsky
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 SCHNORR
(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:

	Projects					
Estimated Contract Price Elements	**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**

	Projects							
Estimated Contract Price Elements	**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**

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