

FOURTH AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY

and

Cummings-Balfour Beatty, A Joint Venture

for

CONSTRUCTION MANAGER AT RISK SERVICES

TERMINAL 4 GATE REPLACEMENT – WESTERN EXPANSION

at the

Fort Lauderdale-Hollywood International Airport

IN BROWARD COUNTY, FLORIDA

RLI No. R0787918R1

This Fourth Amendment to an Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as COUNTY,

AND

Cummings-Balfour Beatty, A Joint Venture, hereinafter collectively referred to as CONTRACTOR.

WITNESSETH

WHEREAS, Broward County by Third Amendment added the potential for work associated with Terminal 4 Reconfiguration and Expansion of the Federal Inspection Services (FIS) facility at Fort Lauderdale-Hollywood International Airport (FLL), to become part of the Work and Contract Documents under this Agreement. This Fourth Amendment provides a funding mechanism to move forward with the Federal Inspection Services scope of work through Task 2(A).

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and the CONTRACTOR agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Article 1.1 is hereby amended to read as follows:

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the work described in the Contract Documents Including drawings, specifications and addenda thereto for the Project known as the T4 Gate Replacement – Western Expansion (Project Number: 3300), prepared by Pierce Goodwin Alexander and Linville, Inc. and Zyscovich, Inc., a Joint Venture. CONTRACTOR also agrees to perform work associated with Terminal 4 Reconfiguration and Expansion of the Federal Inspection Services (FIS) facility at FLL, to be designed by ACAI Associates, Inc. or others, as it is developed, negotiated and authorized, including the following:

- a) Terminal 4 Federal Inspection Services through to and including Task 2(A) New Baggage Hall with Interim Secondary Processing Area. The Task 2(A) footprint is delineated on the attached Exhibit B-Terminal 4 Proposed Ramp Level: FIS Tasks.

3. Article 6.1.4.1 is added as follows:

Time is of the essence for all the Work under this agreement. The CONTRACTOR shall achieve Substantial Completion of Terminal 4 Federal Inspection Services through Task 2(A) New Baggage Hall with Interim Secondary Processing Area by May 24, 2017, subject to Exhibit A (Contractor's Qualifications) and coordination with other contractors and subject to adjustment as provided for within the Agreement. The CONTRACTOR shall achieve Final Completion of Terminal 4 Federal Inspection Services through Task 2(A) New Baggage Hall with Interim Secondary Processing Area within ninety (90) calendar days from Substantial Completion.

4. Article 7.7 is added as follows:

7.7 Incentive Completion Bonus: There shall be an Incentive Completion bonus for achieving Substantial Completion of the Terminal 4 Federal Inspection Services through to and including Task 2(A) New Baggage Hall with Interim Secondary Processing Area work in a total amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00), which may be earned by CONTRACTOR only as set forth in this Article. The amount is in addition to the amount(s) set forth in the Agreement. Subject to the terms and conditions set forth in this Article:

7.7.1 COUNTY will pay CONTRACTOR the amount of Sixteen thousand six hundred and sixty six and 67/100 Dollars (\$16,666.67) for each calendar day, up to sixty (60) days, the date of achieving Substantial Completion of the Terminal 4 Federal Inspection Services through to and including Task 2(A) New Baggage Hall with Interim Secondary Processing Area, precedes the INCENTIVE COMPLETION DATE of May 24, 2017; and,

7.7.2 CONTRACTOR provides COUNTY with Notice in writing, within Thirty (30) days after Substantial Completion of Terminal 4 Federal Inspection

Services through to and including Task 2(A) New Baggage Hall with Interim Secondary Processing Area, of its election to be paid any portion of the Incentive Completion bonus.

7.7.3 Both of which shall be conditions precedent for any Incentive Completion bonus payment. The INCENTIVE COMPLETION DATE is not subject to change or extension for any reason.

5. Article 9.1 of the Agreement is amended as follows:

L. COUNTY's Federal Inspection Services (FIS) Contingency \$ 32,000,000.00

6. Article 9.13.1 is added as follows:

9.13.1 The Federal Inspection Services Contingency funds, as may be amended from time to time, shall be used to cover costs negotiated between the COUNTY and CONTRACTOR for equipment, materials, labor, and Subcontractors to complete the Work associated with the Terminal 4 Federal Inspection Services Expansion through Task 2(A) – New Baggage Hall with Interim Secondary Processing Area. These funds may be used to cover costs of additional Terminal 4 Federal Inspection Services elements of Work not included in the CONTRACTOR's Federal Inspection Services Construction Work, including but not limited to: COUNTY selected Subcontractors who are not the lowest responsive and responsible bidders for any portion of the work, COUNTY directed changes after permitting of the Work. The CONTRACTOR shall not perform Work subject to the COUNTY's FIS Contingency Account without the Contract Administrator's prior issuance of a CPEAM transferring such approved amounts to the CONTRACTOR's Direct Construction Cost or other price element within the GMP and availability of funds.

7. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
8. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

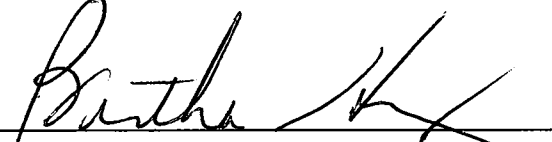
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FOURTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND CUMMINGS-BALFOUR BEATTY, A JOINT VENTURE FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR T-4 GATE REPLACEMENT-WESTERN EXPANSION AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT IN BROWARD COUNTY, FLORIDA

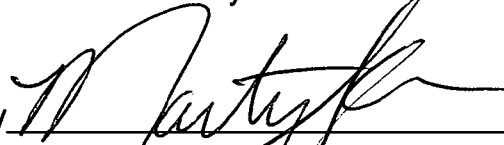
IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment. BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 15th day of March, 2016, and CUMMINGS-BALFOUR BEATTY, A JOINT VENTURE, signing by and through its authorized representatives.

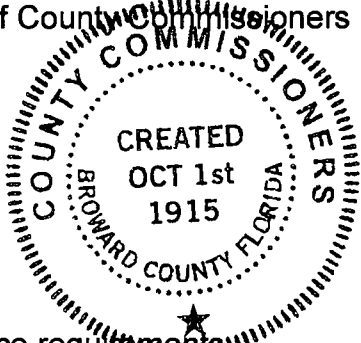
COUNTY

ATTEST:


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

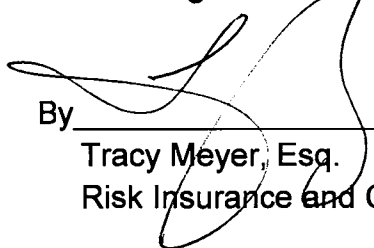
BROWARD COUNTY, by and through
its Board of County Commissioners

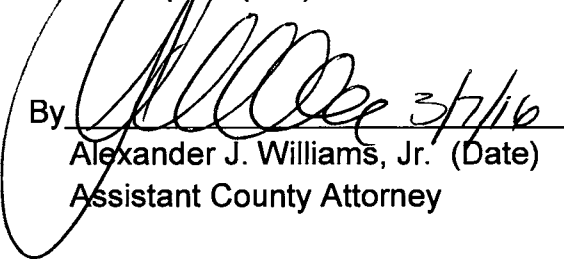
By 
Mayor or Vice-Mayor
15th day of March, 2016



Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 S.W. 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By 
Tracy Meyer, Esq. (Date) 3-7-16
Risk Insurance and Contracts Manager

By 
Alexander J. Williams, Jr. (Date) 3/7/16
Assistant County Attorney


FOURTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND CUMMINGS-BALFOUR BEATTY, A JOINT VENTURE FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR T-4 GATE REPLACEMENT-WESTERN EXPANSION AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT IN BROWARD COUNTY, FLORIDA

CONTRACTOR

Cummings-Balfour Beatty, A Joint Venture

James A. Cummings, Inc.

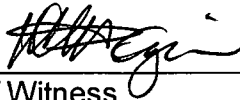
ATTEST:



Asst. (Secretary) Lisa Abbaticchio

(Corporate seal)

Witness:



Signature of Witness

Vicki-Ann McDeigan

Printed or Typed Name of Witness

By: 
(Signature & title) Daniel Hoisman, President/CEO

7th day of March, 2016.

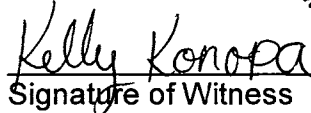
Balfour Beatty Construction, LLC

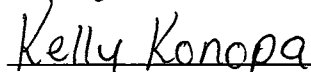
ATTEST:


(Secretary)

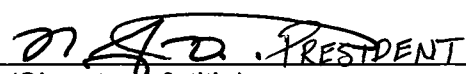
(Corporate seal)

Witness:


Signature of Witness


Printed or Typed Name of Witness



By: 
(Signature & title) Daniel Hoisman, President

9th day of MARCH, 2016.