

EXHIBIT 4

Bid No. 713604B2

FIRST AMENDMENT
TO
AGREEMENT
FOR PAINTING OF
PORT EVERGLADES CRANES P-2, SP-2 and SP-3

This First Amendment to Agreement is made and executed 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

GROOME INDUSTRIAL SERVICE GROUP, INC., a New Jersey corporation, authorized to transact business in the state of Florida, (hereinafter referred to as "GROOME")

WITNESSETH:

WHEREAS, COUNTY owns and has jurisdiction over the development, operation, and maintenance of Port Everglades in Broward County, Florida; and

WHEREAS, GROOME was awarded the bid to perform painting services on Port Everglades' cranes P-2, SP-2 and SP-3 on October 27, 2009 ("Agreement"); and

WHEREAS, the parties hereto are desirous of amending the Agreement for painting services to provide for an increase in the contingency amount, increase time for performance and provide for other revisions to the Agreement deemed in the best interests of COUNTY;

NOW THEREFORE,

In consideration of the mutual terms, conditions, covenants, and payments set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement for crane painting services, Bid No. 713604B2 as follows:

1. GROOME shall provide the services and COUNTY shall comply with the

conditions and payment obligations as set forth in Exhibit "A," attached hereto and made a part hereof. The total contract price shall not exceed \$1,458,000.00.

2. The foregoing recitals are true and correct and incorporated by reference.

3. Except as modified herein, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement: 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 ___ day of _____, 2010, and GROOME, INDUSTRIAL SERVICE GROUP, INC., signing by and through its 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

By: _____
Mayor

_____ day of _____, 2010


Approved as to insurance
Requirements Risk Management
Division

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
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By:  _____
Russell J. Morrison (8/17/2010)
Senior Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT FOR PAINTING SERVICES OF PORT
EVERGLADES CRANES P-2, SP-2 AND SP-3 BETWEEN BROWARD COUNTY AND
GROOME INDUSTRIAL SERVICE GROUP, INC.

GROOME:

WITNESS:

GROOME INDUSTRIAL SERVICE
GROUP, INC., a New Jersey corporation,
authorized to transact business in the state
of Florida,

Terry Ziegner
(Signature)

By: [Signature]

Terry Ziegner
(Print Name)

Josh Hankes, President
(Print Name and Title)

Carol Tepper
(Signature)

13 day of August, 2010

Carol Tepper
(Print Name)

ATTEST:

[Signature]
Corporate Secretary

(SEAL)

EXHIBIT "A"

FIRST AMENDMENT TO AGREEMENT GROOME INDUSTRIAL SERVICE GROUP FOR PAINTING PORT EVERGLADES CONTAINER CRANES P2, SP2 AND SP3

With the mutual understanding that the first priority of Port Everglades is to make available to its customers container gantry cranes when needed for the loading and discharging of containers to/from ships, the parties have agreed as follows:

- Painting of cranes SP2 and SP3 will be combined so as to maximize the availability of painting opportunities.
- GROOME will maximize painting efforts on all days of the week that either or both SP2 and SP3 are made available to them. On days when one or the other crane or both in combination are made available on an uninterrupted basis and weather permitting, painting activities will be undertaken on each of those days for twelve (12) hours. COUNTY will provide a crane for painting for as many consecutive uninterrupted hours each day between the hours of 0600-2000.
- GROOME will continue at all times to provide a minimum of seven (7) trained and qualified painters.
- COUNTY will compensate GROOME in the amount of \$9,375.00 per month from painting start date of June 7, 2010 to cover the cost of an additional high-lift piece of equipment. The additional high-lift substitutes for the GROOME originally planned use of permanently staged scaffolding that was determined to be too time consuming and costly to mobilize/de-mobilize each time a crane was needed for container operations.
- COUNTY will compensate GROOME, effective August 1, 2007, for all painting work performed on Saturdays and Sundays at a rate of \$25 per painter hour during weeks in which the COUNTY provides GROOME with a crane fewer than 3½ weekdays (Monday-Friday) due to operating conflict caused by customer container operations needs. This recognizes that GROOME must pay their painters overtime for work performed on Saturdays and Sundays. The original intent of GROOME was to perform painting work only on weekdays. The \$25 rate represents the overtime portion paid by GROOME to its employees with GROOME paying the straight time portion.
- Project length to paint both cranes is 160 calendar days commencing June 7, 2010. This time limit will be extended for weather days; a weather day determined as one during which painting activities cannot be undertaken for a minimum ½ day, with a ½ day equaling five (5) hours. Weather days of more than 7 but not exceeding 25 will be added to the 160 days to determine the final completion date. The Port's Project Manager and GROOME'S on-site Supervisor will agree as to what qualifies as a weather day.
- COUNTY will compensate GROOME \$1,135.00 per day for each calendar day in excess of 160 calendar days plus allowance for weather days for GROOME'S costs of extended equipment rental, lodging, and per diems for their out-of-area painters. This amount will be reduced to

account for any equipment removed from service or down-sized as detailed in GROOME letter dated July 12, 2010. This fee is applicable for days equal to the number of operating conflict days only.

GROOME.EXHIBIT.A.083110