

SECOND AMENDMENT TO
A G R E E M E N T
between
BROWARD COUNTY
and
PARSONS TRANSPORTATION GROUP, INC.
for
CONSTRUCTION PROJECT MANAGER (CPM)
FOR THE EXPANSION OF RUNWAY 9R-27L AT
FORT LAUDERDALE – HOLLYWOOD INTERNATIONAL AIRPORT
IN BROWARD COUNTY, FLORIDA

RLI # R0840410R1

SECOND AMENDMENT TO

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PARSONS TRANSPORTATION GROUP INC.

for

**CONSTRUCTION PROJECT MANAGER (CPM)
FOR THE EXPANSION OF RUNWAY 9R-27L AT
FORT LAUDERDALE – HOLLYWOOD INTERNATIONAL AIRPORT
IN BROWARD COUNTY, FLORIDA**

This is the **SECOND** Amendment to Agreement between: **BROWARD COUNTY**, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "County" acting by and through its Board of County Commissioners,

AND

Parsons Transportation Group, Inc. an Illinois Corporation, authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "CPM".

WITNESSETH

Whereas, the County and Consultant entered into an Agreement on August 30, 2011, to hire Consultant to provide Construction Project Management (CPM) Services for the Expansion of Runway 9R-27L at Fort Lauderdale – Hollywood International Airport; and

Whereas, the County and the CPM entered into a First Amendment to the Agreement on December 4, 2012 to provide for the continuation of Construction Project Management Services for the Expansion of Runway 9R-27L at the Airport through March 31, 2015 ("Amendment 1"); and

Whereas, the County and the CPM desire to amend the Agreement a second time to provide for: (a) an increase to the Optional Service Allowance for CPM Services for Schedule Extensions; (b) an increase in Basic Services for increased inspection staffing for construction of the East Wedge Embankment and Mechanically Stabilized Embankment (MSE) walls, and to provide for supplemental survey services; (c) an increase to the Overtime Allowance; (d) a reduction to the Allowance for Reimbursable Expenses; (e) a reduction to the Optional Services Allowances for Special Advisory Services and Technical Services; and, (f) an increase in the Allowance for Dispute Avoidance Panel services. Collectively, these changes are referred to as ("Amendment 2").

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and condition, promises, covenants and payments herein after set forth, Broward County and Parsons Transportation Group Inc. agree as follows:

1. Subsection 6.1 AMOUNT AND METHOD OF COMPENSATION is hereby amended as follows:

COUNTY agrees to pay CPM as compensation for performance of all services as related to **EXHIBIT A.1** required under the terms of this Agreement, for the period of time ending March 31,2015, Salary Costs, as described in Section 6.2, up to a maximum amount of Twenty Five Million One Hundred Ninety Five Thousand Seven Hundred Eighty Eight Dollars and Forty Five Cents (\$25,195,788.45) ~~Twenty Four Million One Hundred Forty Eight Thousand Dollars (\$24,148,000.00)~~ (as delineated in 6.1.2, below) and to reimburse CPM for Reimbursables as described in Section 6.3, up to a maximum amount of One Million Four Hundred Eight Thousand Seven Fifty Eight and Twelve Cents (\$1,408,758.12) ~~One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00)~~, and to pay CPM as compensation for performance of Optional Services, as described in Section 6.1.3 Optional Services, below, up to a maximum amount of Two Million One Hundred Fifty Nine Thousand Eight Hundred Fifty One Dollars and Forty Six Cents (\$2,159,851.46) ~~Two Million Seven Hundred Thousand Dollars (\$2,700,000.00)~~, and to pay CPM as compensation for performance of overtime work, as described in Section 6.1.4, Overtime Allowance, up to a maximum amount of One Million Three Hundred Seventy Five Thousand Six Hundred Five Dollars and Eighty Cents (\$1,375,605.80) ~~Six Hundred Thirteen Thousand Dollars (\$613,000.00)~~, and to pay CPM as compensation for Dispute Avoidance Panel Eight Hundred Fifty Nine Thousand Five Hundred Forty Dollars (\$859,540.00) ~~Four Hundred Fifty Nine Thousand Five Hundred Forty Dollars (\$459,540.00)~~ for up to a total maximum amount payable to Consultant under this Agreement of Thirty Million Nine Hundred Ninety Nine Thousand Five Hundred Forty Three Dollars and Eighty Three Cents (\$30,999,543.83) ~~Twenty Nine Million Four Hundred Seventy Thousand Five Hundred Forty Dollars (\$29,470,540.00)~~.

Amendment 2 results in a total net increase to the Agreement of \$1,529,003.83.

2. Agreement Exhibits are added as follows, effective the date of Amendment 2:

Amendment 2 Exhibits	Title
<u>D.2</u>	Optional Services
<u>F.2</u>	Reimbursables

Further, in each instance where Exhibits D, and F are referred to said reference shall be deemed a reference to Exhibits D.2 and F.2 respectively after the date of Amendment 2.

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND PARSONS
TRANSPORTATION GROUP INC., FOR CONSTRUCTION PROJECT MANAGER (CPM)
SERVICES FOR THE EXPANSION OF RUNWAY 9R-27L.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Agreement 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 same by Board action on the _____ day of _____, 20_____, and PARSONS TRANSPORTATION GROUP, INC., signing by and through its President or Senior Vice President duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Bertha Henry	Date
County Administrator, as Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida	

Barbara Sharief
Mayor

_____ day of _____, 20_____

Insurance requirements approved by Broward
County Risk Management Division

COUNTY ATTORNEY:

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

Tracy Meyer, Esq.
Risk Manager

Date _____

Alexander J. Williams
Assistant County Attorney

Date _____

Michael J. Kerr
Chief Trial Counsel

Date _____

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND PARSONS
TRANSPORTATION GROUP INC., FOR CONSTRUCTION PROJECT MANAGER (CPM)
SERVICES FOR THE EXPANSION OF RUNWAY 9R-27L.**

CORPORATE SECRETARY ATTEST: (Affix

Corporate Seal and Corporate Secretary Signature)
Secretary

W. S. KWAK 
(Signature)

WOO SUNG KWAK
(Printed Name of Secretary)

(CORPORATE SEAL)

OR TWO WITNESSES

Witness

Witness

CONSULTANT

**PARSONS TRANSPORTATION GROUP,
INC.**

By 
(Signature President/Vice President)

AARON GOLD
(Please print Name of President/ Vice-President)

VICE PRESIDENT
Title of Signing Party

15 day of May, 2014

EXHIBIT DD.2
OPTIONAL SERVICES
Includes both labor and expenses

<u>No.</u>	<u>Item Description</u>	<u>Amount</u>
1	CPM Services for Construction Schedule Extensions Additional CPM services due to schedule extensions or approved delays beyond those activity end dates as provided within the Program Schedule, and due to no fault of the CPM.	\$1,500,000 \$1,634,434.46
2	Special Advisory Services Consulting services related to legal issues, claims, mitigation, dispute resolution, assessment of existing conditions or other special advisory services, when the services exceed those to be provided under the basic scope of services.	\$500,000 <u>\$275,417.00</u>
3	Technical Services Inspection of site fabrication processes, or nonconforming specialty engineering or technical services.	\$700,000 <u>\$250,000.00</u>
TOTAL OPTIONAL SERVICES		\$2,700,000 <u>\$2,159,851.46</u>

EXHIBIT F.4F.2
REIMBURSABLES

<u>No.</u>	<u>Item Description</u>	<u>Amount</u>
1	Cellular Phones/ Smart Phones/Two-Way Radios	\$105,000
2	Travel Related Costs	\$50,000.00 <u>\$20,000.00</u>
3	Printing and Reproduction	\$95,500.00 <u>\$95,000.00</u>
4	Site Vehicles (including maintenance/gas/insurance)*	\$614,700.00
5	Office Supplies (consumables)	\$52,293.00
6	Hardware, Software, Printers, Scanners	\$208,874 <u>\$178,871.12</u>
7	Postage, Courier, Shipping and Small Package Delivery	\$71,640 <u>\$51,640.00</u>
8	Team Mobilization	\$250,400 <u>\$231,100.00</u>
9	Miscellaneous/ Other Costs	\$101,396 <u>\$60,154.00</u>
TOTAL REIMBURSABLE COSTS		\$1,550,000 <u>\$1,408,758.12</u>

***CPM shall not use site vehicles for personal use including to and from a place of residence.**