

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
CARTAYA AND ASSOCIATES, ARCHITECTS, P.A.,
FOR CONSULTANT SERVICES FOR TERMINAL 2 & TERMINAL 4 PARKING DECK EXPANSION
AND ROADWAY IMPROVEMENTS
(RFP # R2111178P1)

This is a First Amendment to the Agreement between Broward County, a political subdivision of the state of Florida ("County"), and Cartaya and Associates, Architects, P.A., a Florida corporation ("Consultant") (collectively referred to as the "Parties").

WHEREAS, County and Consultant entered into an agreement for consultant services for Terminal 2 & Terminal 4 parking deck expansion and roadway improvements, dated January 10, 2017 (the "Agreement"); and

WHEREAS, pursuant to Article 6 of the Agreement, either party may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to provide for additional services to refine the design of the Terminal 4 parking garage and provide for traffic analysis; and

WHEREAS, the Parties met and negotiated the additional services, all in accordance with the Broward County Procurement Code, and this First Amendment to the Agreement incorporates the results of such negotiation, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Unless otherwise stated, words in ~~struck through~~ type are deletions from existing text and words in underlined type are additions to existing text.
3. All references to "Exhibit A" in Sections 3.1, 4.1, 4.2, 4.6, 7.3, and 10.28 are hereby deleted and replaced with "Exhibits A and A-1."
4. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.1, Amount And Method Of Compensation, of the Agreement is hereby amended, in part, to read as follows (original underlining omitted):

5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibits A and A-1, and as otherwise required by this Agreement, are payable on a "Maximum Amount Not-To-Exceed" basis

and shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of ~~\$4,231,067.00~~ \$4,959,067.00, as detailed below. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

As to Exhibit A:

Phase	Amount
Phase I: Programming and Schematic Design	\$ 822,048.00
Phase II: Design Development and City of Fort Lauderdale Coordination	\$ 951,107.00
Phase III: Construction Documents	\$ 1,036,739.00
Phase IV: Permitting; Bidding and Award of Contract	\$ 202,959.00
Phase V: Administration of the Construction Contract	\$ 1,179,196.00
Phase VI: Warranty Administration and Post- Occupancy Services	\$ 39,018.00
	=====
Total Maximum Amount Not-To-Exceed <u>Related to Exhibit A</u>	\$ 4,231,067.00

As to Exhibit A-1:

<u>Task</u>	<u>Amount</u>
<u>Task 1 – External Ramps</u>	<u>\$ 520,000.00</u>
<u>Task 2 – Structure Design for Future Expansion</u>	<u>\$ 157,000.00</u>
<u>Task 3 – Traffic Analysis</u>	<u>\$ 51,000.00</u>
	=====
<u>Maximum Amount Not-To-Exceed</u> <u>Related to Exhibit A-1</u>	<u>\$ 728,000.00</u>

5.1.2 Lump Sum Compensation. [Intentionally left blank.]

5.1.3 Optional Additional Services. County has established an amount of \$13,684.00 for the performance of additional Basic Services as identified in section 5.01 of Exhibit "A," and \$35,000.00 for the performance of Optional Services as identified in Part II of Exhibit A-1. Services provided under section 5.01 and Part II shall be payable on a "Maximum Amount Not-To-Exceed" basis based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under section 5.01 and Part II must be initiated by a separate written Notice to Proceed issued by the Contract Administrator. Any unused amounts shall be retained by County.

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of ~~\$155,249.00~~ \$165,249.00 for potential reimbursable expenses which may be

utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

...

5. Exhibit A, Scope of Services, is hereby supplemented by Exhibit A-1, attached hereto and incorporated into and made part of the Agreement.
6. Exhibit B-1, Reimbursables for Direct Non-salary Expenses, is hereby supplemented by Exhibit B-1, attached hereto and incorporated into and made part of the Agreement.
7. Preparation of this First Amendment to the Agreement has been a joint effort of County and Consultant, 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.
8. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect and are to be performed at the level specified in the Agreement.
9. This First Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to the 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 _____, 20____, and CARTAYA AND ASSOCIATES, ARCHITECTS, P.A., 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 _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By W. Fletcher 11-20-17
Signature (Date)

By Al A DiCalvo 11/20/17
Al A DiCalvo (Date)
Assistant County Attorney

WAYNE FLETCHER RISKMG.
Print Name and Title above

RJ Morrison 11/20/17
Russell J. Morrison (Date)
Senior Assistant County Attorney

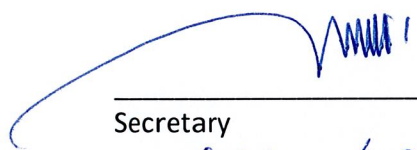
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Cartaya-First Amend_v2Final-2017-1117
11/17/17
File # 16-3004.04

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Consultant


ATTEST:

CARTAYA AND ASSOCIATES, ARCHITECTS, P.A.



Secretary
MAN MARTINEZ

(Print/Type Name)

By 

President or Vice-President
maria m. cartaya, President

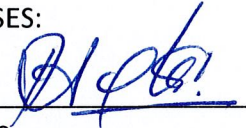
(Print/Type Name and Title)

(Corporate Seal)

20th day of November, 2017.

OR

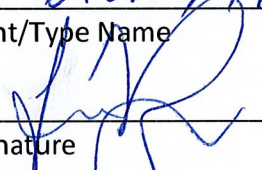
WITNESSES:



Signature

Bilroy Hayles

Print/Type Name



Signature

Juan Vargas

Print/Type Name

Exhibit A-1

I Tasks

Task 1 – External ramps. This includes the addition of design, through construction of external at grade and elevated ramps as presented by the Consultant in the Programming Report and graphically depicted in drawing sheet SP-1C dated September 22, 2017, revision 1 dated 6/14/17. Time for performance of Task 1 will start with “Phase III Construction Document” and runs concurrent with the original deadlines listed under Exhibit A, Scope of Services, Attachment 1 “Project Schedule.” No additional time is added to complete this task.

Task 2 – Structure design for future expansion. This includes the design of the garage with the ability to be expanded an additional 2 decks in the future. Time for performance of Task 2 will start with “Phase III Construction Document” and runs concurrent with the original deadlines listed under Exhibit A, Scope of Services, Attachment 1 “Project Schedule.” No additional time is added to complete this task.

Task 3 - Traffic analysis. Task provides for traffic operation evaluation, as listed in the following task description.

Task 3 Consultant shall evaluate vehicular traffic associated with the proposed garage. The street intersection of Eisenhower Boulevard and SE 20TH Street will be studied and evaluated, with and without the proposed external ramps listed in Task 1 above. Consultant shall collect vehicular turning movements during peak hours for up to 12 hours on one peak day, to be identified between the Consultant and the Port. Data collection for vehicular turning movements shall be taken at:

- SE 17th Street & Eisenhower Boulevard
- SE 20th Street & Eisenhower Boulevard
- Spangler Boulevard & Eisenhower Boulevard
- Vehicle queue lengths at the security checkpoint on Eisenhower Boulevard south of SE 20th Street.

Consultant shall obtain traffic signal timing data for the signalized intersections.

Consultant shall confirm the parameters of the traffic operations evaluation with the City of Ft. Lauderdale. Consultant shall develop future traffic volumes at the three study intersections for the two future scenarios following construction of the parking garage:

- Scenario 1: with external speed ramps from SE 20th Street providing direct access to the GTA and second level of the garage; and,
- Scenario 2: without external speed ramps from SE 20th Street.

Consultant's evaluation will assess one recommended geometric layout of the three study intersections associated with build-out of the garage. This evaluation will not contemplate future nearby development on the adjacent Convention Center property or future development within the Port jurisdictional area.

Consultant shall utilize software and simulation model platforms to evaluate traffic operations on SE 20th Street and on Eisenhower Boulevard adjacent to the site during both future scenarios. These computer simulation tools will be used to evaluate resulting driver delays, level of service (LOS) and queuing within the localized study area. Consultant shall assess various Intelligent Transportation Systems (ITS) options that may be applicable and benefit the roadway network and study intersections.

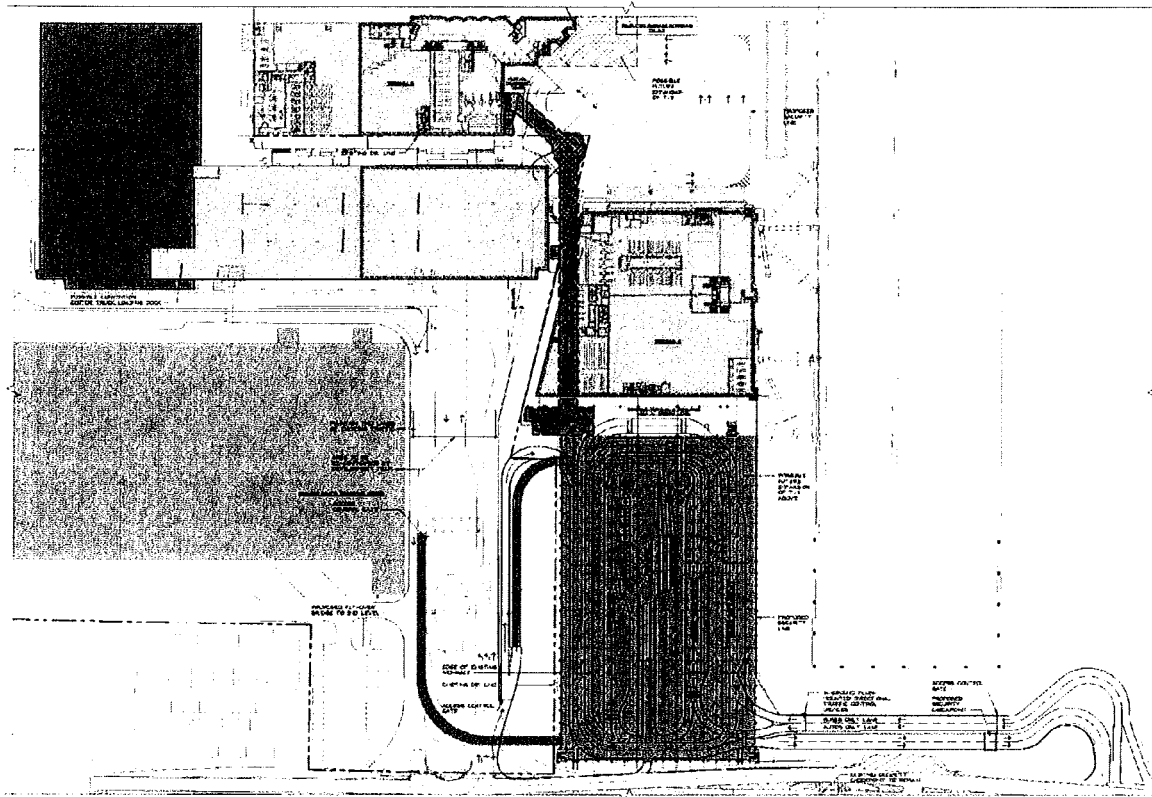
Consultant shall prepare a written report and present findings of the evaluation to Port staff and other stakeholders. Comments from the report and presentation shall be incorporated in the final version of the evaluation. When directed by Contract Administrator, Consultant shall share the report and its contents with the City of Ft. Lauderdale, including, but not limited to Development Review Committee (DRC), Planning and Zoning, City Commission and any other meeting where the information needs to be presented. Time for performance of Task 3 will start with a Notice To Proceed and has a 40 calendar day duration for the completion of the traffic analysis submittal. Additional deadline may be set based on factors such as County's review and Optional Services required for this project.

II Optional Services related to Task 3

Optional Services A – Additional Intersections. When directed in writing by the Contract Administrator, Consultant shall analyze 2 additional intersections, beyond those already listed in Task 3.

Optional Services B – Intersection Modifications. When directed in writing by the Contract Administrator, Consultant shall analyze geometric modifications to the study area intersections.

Optional Services C – Additional Meetings. When directed in writing by the Contract Administrator, Consultant shall attend meetings associated with Optional Services A or Optional Services B.



SITE PLAN - GROUND LEVEL PLAN - ALTERNATE C

CARRATA & ASSOCIATES ARCHITECTS PA
301 CENTER ISLAND LAUDERDALE BEACH, FL 33480 954-351-0500
PROJECT: TERMINAL 4 PARKING GARAGE PORT EVERGLADES, NORTHPORT PORT LAUDERDALE, FLORIDA, 33454
DATE: 1704
SP-1C

Exhibit B-1
Reimbursables for direct non-salary expenses for Kimley - Horn

Machine Counts:

- 24 Hour Bi-directional Volume Counts \$210.00/Counter
 Each Additional 24 Hours \$100.00/Counter
- 24 Hour Bi-directional Speed and/or Classification Counts \$260.00/Counter
 Each Additional 24 Hours \$175.00/Counter
- 24 Hour Four Leg Approach Counts \$620.00/Intersection
 Each Additional 24 Hours \$340.00/Intersection

Turning Movement Counts:

- 2 Hour, per person \$285.00/Each
- 4 Hour, per person \$400.00/Each
- 6 Hour, per person \$500.00/Each
- 8 Hour, per person, continuous \$800.00/Each
- 8 Hour, per person, with breaks \$600.00/Each

Manual Counts..... \$60.00/Hour

Note: add 1 hour at the start and end of each shift for manual counts.
Parking Accumulation, Parking Space Occupancy, Parking Space Turnover By Tag ID,
Queuing Studies, Trip Generation, Origin & Destination, Data Entry