

SIXTEENTH AMENDMENT
TO
A G R E E M E N T
Between
BROWARD COUNTY
and
SPILLIS CANDELA & PARTNERS/HEERY/CARTAYA JOINT VENTURE
for
CONSULTANT SERVICES FOR
COURT FACILITY
IN BROWARD COUNTY, FLORIDA

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COURT FACILITY
IN BROWARD COUNTY, FLORIDA

This is the Sixteenth Amendment to the June 14, 2005 Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Director of Purchasing, hereinafter referred to as ("COUNTY"), and SPILLIS CANDELA & PARTNERS/HEERY/CARTAYA JOINT VENTURE, ("CONSULTANT"), collectively referred to as "the Parties."

WHEREAS, the Parties entered into the Agreement for consulting services for Court Facility, Project Number 5211; and

WHEREAS, on June 6, 2006, the Parties entered into a First Amendment to the Agreement for the Programming Phase of the Agreement; and

WHEREAS, on July 18, 2007, the Parties entered into a Second Amendment to the Agreement for the Feasibility Study Phase of the Agreement; and

WHEREAS, on December 11, 2007 the Parties entered into a Third Amendment to the Agreement for support services for the Courthouse Task Force Committee and;

WHEREAS, on August 5, 2009, the Parties entered into a Fourth Amendment to the Agreement to support the Courthouse Task Force Committee and;



WHEREAS, on January 27, 2011, the Parties entered into a Fifth Amendment to the Agreement to add additional time to the Agreement and to complete and formalize the conversion from prior M/WBE commitments to CBE participation; and

WHEREAS, on February 8, 2011, the Parties entered into a Sixth Amendment to the Agreement to add the Design and Contract Administration of a Judges' Parking Garage (500-car secure parking garage) and;

WHEREAS, on August 25, 2011, the Parties entered into a Seventh Amendment to the Agreement to update and replace Exhibit "B" to the Agreement – "Salary Costs" and;

WHEREAS, on December 5, 2013, the Parties entered into an Eighth Amendment to the Agreement to redistribute unused fee balances to Optional Services and to update and replace Exhibit "B" to the Agreement– "Salary Costs" and;

WHEREAS, on December 10, 2013, the Parties entered into a Ninth Amendment to the Agreement to add additional funds to the Agreement's Optional Services budget and;

WHEREAS, on January 13, 2015, the Parties entered into a Tenth Amendment to the Agreement to modify construction contract administration services for the construction of the 500-car secure parking garage and public plaza and to revise the project schedule.

WHEREAS, on August 4, 2016 the Parties entered into an Eleventh Amendment to the Agreement to provide for cost adjustments and to revise the project schedule to ensure project continuity arising from the construction contractor's failure to achieve substantial completion by June 18, 2015;

WHEREAS, on January 12, 2016 the Parties entered into a Twelfth Amendment to the Agreement to provide for cost adjustments and to revise the project schedule to ensure project continuity arising from the construction contractor's failure to achieve substantial completion by November 20, 2015;

WHEREAS, on April 5, 2016 the Parties entered into a Thirteenth Amendment to provide for cost adjustments and to revise the project schedule to ensure project continuity arising from the construction contractor's failure to achieve substantial completion by February 29, 2016;

WHEREAS, the Thirteenth Amendment authorized the Contract Administrator to continue at his/her sole discretion progress payments for an additional three months until August 31, 2016 if the construction contractor failed to achieve substantial completion by May 31, 2016;



WHEREAS, on November 29, 2016 entered into a Fourteenth Amendment to the Agreement to provide for cost adjustments, revise the project schedule and increase the optional services amount to ensure project continuity;

WHEREAS, the Fourteenth Amendment authorized the Contract Administrator to continue at his/her sole discretion progress payments at a daily rate if the construction contractor failed to achieve substantial completion by November 30, 2016;

WHEREAS, the Fifteenth Amendment to the Agreement provided for cost adjustments and revised the project schedule to ensure project continuity arising from the necessary building refinements beneficial to the security, accessibility and usability of the new tower; and to add Consultant Design Services for the full redesign and renovation of the East Wing Building.

WHEREAS, the Parties desire to amend the Agreement a sixteenth time to add Consultant Design Services for the redesign of the 500-car secure parking garage and to revise the project schedule.

NOW, THEREFORE, in consideration of the mutual conditions, promises, covenants and payments, hereinafter set forth, COUNTY and CONSULTANT agree as follows:

1. Article 5.1.2 - COMPENSATION AND METHOD OF PAYMENT: The first paragraph of Section 5.1.2(a) is amended as follows:

5.1.2(a)

COUNTY agrees to pay CONSULTANT a lump sum compensation for performance of all services as related to new Exhibit "A-1", Scope of Services, required under the terms of this Agreement. A Lump Sum of Eighteen Million One Hundred Eighty Five Thousand Four Hundred Thirty Dollars (\$18,185,430.00) ~~Seventeen Million Eight Hundred Thirty Eight Thousand Two Hundred Fifty Dollars (\$17,838,250.00)~~ for Basic Services, up to Two Million Seven Hundred Ninety Three Thousand Six Hundred Eighty Six Dollars (2,793,686.00) for Optional Services, and to reimburse CONSULTANT for Reimbursables as described in Section 5.3, up to a maximum amount not-to-exceed of One Hundred Six Thousand Seven Hundred Fifty Two Dollars (\$106,752.00), for a maximum Total Sum of Twenty One Million Eighty Five Thousand Eight Hundred Sixty Eight Dollars (21,085,868.00) ~~Twenty Million Seven Hundred Thirty Eight Thousand Six Hundred Eighty Eight Dollars (20,738,688.00)~~. CONSULTANT shall perform all services set forth for total compensation in the amount stated above. COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses or additional services, if any, except as otherwise stated in Section 5.3 and Article 6.

Project Phase	Lump Sum Fee
Phase D-I: Pre Design	
Phase D-I(a): DRI Annual Report	\$12,000.00
Phase D-I(b): Update 2007 Program	\$148,954.00
Phase D-I(c): Update Long term Judicial Office Projections	\$34,842.00
Phase D-I(d): Program Design Review & Workshops	\$84,192.00
Phase D-I(e): Master Planning	\$24,280.00
Phase D-I(f): Layouts Meetings & Approvals	\$996,875.00
Phase D-II: Schematic Design	\$996,876.00
Phase D-III: Design Development	\$2,658,335.00
Phase D-IV: 50% Constr. Documents	\$2,658,335.00
Phase D-V: 100% Constr. Documents	\$2,658,335.00
Phase D-VI: Bidding/ Buy Out	\$664,584.00
Phase D-VII: Admin of Constr. Contract	\$5,472,022.00
Phase D-VIII: Warranty	\$132,917.00
Phase D-IX: Secure Parking Garage Construction Documents	\$535,696.00
	<u>\$720,050.00</u>
Phase D-IX(a) Secure Parking Garage Permitting/Bidding	\$134,231.00
	<u>\$231,239.00</u>
Phase D-X: Secure Parking Contract Administration	\$435,670.00
	<u>\$492,872.00</u>
Phase D-XI: Secure Parking Garage Warranty	\$8,025.00
	<u>\$16,641.00</u>
Phase D-XII(a) East Wing Facilities Evaluation & Programming	\$182,081.00
Total Final Predesign, Design and Construction	<u>\$18,185,430.00</u>

*If the Substantial Completion date for Phase III as listed above is not achieved by November 30, 2016, the Contract Administrator, at his/her sole discretion, is authorized to continue payments at that \$3,861.87/day.

The remainder of Section 5.1.2(a) is unchanged.

2. New Agreement amount total inclusive of all services contained in Sections 5.1.2 and 5.1.2(a) is \$22,115,757.00. This is comprised of \$1,029,889.00 of unused fee balances in Section 5.1.2 as outlined in Amendment 8; \$18,185,430.00 in Basic Services fees; \$2,793,686.00 in Optional Services fees; and \$106,752.00 in Reimbursables.
3. Replace Exhibit "A-1" - Scope of Work Attachment 1 Project Schedule with the attached Exhibit "A-1" - Scope of Work Attachment 1 Project Schedule.
4. Exhibit "A-1" - Scope of Services is amended to include the attached Exhibit "A-1" - Scope of Services for the Secured Parking Garage Redesign.
5. Except as set forth in this Sixteenth Amendment, all other terms, conditions, and covenants contained in the Agreement, and amendments thereto, between the Parties shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixteenth Amendment to the 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 _____, 2017 and SPILLIS CANDELA & PARTNERS/HEERY/CARTAYA JOINT VENTURE, signing by and through its Presidents/Vice Presidents, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
Board of County Commissioners

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

By: _____
Mayor

this ____ day of _____, 2017

Approved as to form by
Office of County Attorney
for Broward County, Florida
Andrew J. Meyers,
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
Approved by Broward County
Risk Management Division

By: pp Tom Hawley
Risk Manager

By: MJK 11/29/17
Michael J. Kerr
Deputy County Attorney

SIXTEENTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY
AND SPILLIS CANDELA & PARTNERS/HEERY/CARTAYA JOINT VENTURE FOR
CONSULTANT SERVICES FOR COURT FACILITY, BROWARD COUNTY, FLORIDA.

CONSULTANT

ATTEST:

SPILLIS CANDELA & PARTNERS/
HEERY/CARTAYA JOINT VENTURE

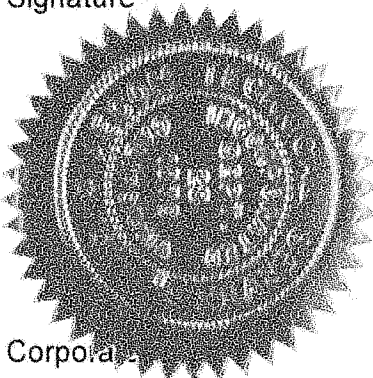
Preston Hopsan
Assistant Secretary/Print Name
AECOM Services, Inc.,
Successor in interest to Spillis Candela
& Partners, Inc., executing on behalf of
Spillis Candela & Partners/Heery/Cartaya
Joint Venture

By [Signature]
Authorized Principal of Firm

[Signature]
Signature

Austin Barrera Authorized Signatory
Type or Print Name and Title

8 day of November, 2017



**EXHIBIT "A-1" SCOPE OF WORK (Design and Construction)
ATTACHMENT 1:**

Project Schedule

Project No: 20030904-0-CM-01
Project Title: Consultant Services
Facility Name: County Court Facility

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of the Consultant's Project Development Schedule as required by the Professional Services Agreement for this project. All Days are Calendar days unless otherwise noted.

ACTIVITY	DATE REQUIRED OR ESTIMATED TIME PERIOD	
Phase D-I: Pre-Design Phase (Programming)		
Consultant's Document Preparation & Submittal	82 Days	<input type="checkbox"/> Undetermined
County Review	15 Days	<input type="checkbox"/> Undetermined
Phase D-II: Schematic Design:		
Consultant's Document Preparation & Submittal	85 Days	<input type="checkbox"/> Undetermined
County Review	14 Days	<input type="checkbox"/> Undetermined
Phase D-III: Design Development:		
Consultant's Document Preparation & Submittal	98 Days	<input type="checkbox"/> Undetermined
County Review	14 Days	<input type="checkbox"/> Undetermined
Phase D-IV: 50% Construction Documents Development:		
50% Construction Documents		
Consultant's Document Preparation & Submittal	103 Days	<input type="checkbox"/> Undetermined
County Review	14 Days	<input type="checkbox"/> Undetermined
Phase D-V: 100% Construction Documents Development:		
Consultant's Document Preparation & Submittal	77 Days	<input checked="" type="checkbox"/> Undetermined

EXHIBIT "A-1" SCOPE OF WORK (Design and Construction)
ATTACHMENT 1:

Project Schedule

County Review		<input checked="" type="checkbox"/> Undetermined
Phase D-VI: Bidding, Award of Contract:	150 Days	<input type="checkbox"/> Undetermined
Permitting		<input type="checkbox"/> Undetermined
Phase D-VII: Administration of the Construction Contract:		
Administration of the Construction Contract (through August 31, 2017)	1840 Days	<input type="checkbox"/> Undetermined
Substantial Completion Date:	30 Days	<input type="checkbox"/> Undetermined
Final Completion Date:	1 Days	<input type="checkbox"/> Undetermined
Phase D-VII: Warranty:	365 Days	<input type="checkbox"/> Undetermined
Phase D-IX: Secure Parking Construction Garage Documents:	60 Days	<input type="checkbox"/> Undetermined
Phase D-IX(a): Secure Parking Garage Bid/Permit:	60 Days	<input type="checkbox"/> Undetermined
Phase D-X: Secure Parking Construction Admin.:	300 Days <u>390 Days</u>	<input type="checkbox"/> Undetermined
Phase D-XI: Secure Parking Garage Warranty:	365 Days	<input type="checkbox"/> Undetermined
Phase D-XII: East Wing Full Building Renovation:		
Facility Evaluation and Programming:	56 Days	<input type="checkbox"/> Undetermined

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EXHIBIT "A-1" SCOPE OF SERVICES (Design and Construction)

3.11(a) 500-Car Secure Parking Garage Redesign: In addition to those contract administration services described above, CONSULTANT shall provide the following redesign and construction contract administration services particular to the construction of the 500-car secure parking garage. Deliverables for each task shall be made in the number and format specified for other similar submittals required by the Agreement, and amendments thereto, or as mutually agreed in writing by Contract Administrator and CONSULTANT.

A. Phase D-IX: Secure Parking Garage Documents:

1. Consultant will revise the construction documents to eliminate the breezeway to incorporate additional 1st floor functional space consisting of additional parking spaces, service area, and finished office space.
2. Approximately 4,300 SF of additional parking /service area for Facilities Management Division and security usage will be added. Number of spaces versus other building services uses will be evaluated.
3. Approximately 5,600 SF of future office space for Facilities Management Division, Risk Management Division, and security usage will be programmed, designed and incorporated into the documents.
4. Parking garage exterior elevations shall blend in architecturally with Court buildings and provide a backdrop to Courthouse plaza.
5. Parking garage shall be fully sprinklered and mechanically ventilated.
6. Parking garage will not be LEED certified.
7. Coordination with future WAVE project or enhanced site security is not included.

B. Phase D-IX(a): Secure Parking Garage Permitting/Bidding:

1. Consultant shall provide to the County a revised set of permit and bid documents that will include architectural design, civil, structural, mechanical, plumbing, fire protection and electrical engineering.
2. Consultant shall deliver to the County and the City of Fort Lauderdale revised contract documents for review and assistance in obtaining a building permit.
3. Consultant shall prepare all necessary addenda in response to questions raised during the permitting phase.
4. Consultant shall meet with building officials to resolve any permitting questions raised.
5. Consultant shall assist the County and the Owner's Construction Project Manager and/or Contractor in obtaining and reviewing subcontractor bids.
6. Consultant shall prepare all necessary addenda in response to questions raised during the bidding phase.
7. A pre-bid conference shall be held in concert with the County and the Owner's Construction Project Manager and/or Contractor for all prospective subcontractors.



C. Phase D-X: Secure Parking Garage Contract Administration:

After the award of the parking garage construction contract and sub-contracts, the Consultant will provide construction administrative activities as follows:

1. Construction administration services duration remain unchanged and shall cover a period of 10 months.
2. Three site trips each for mechanical, electrical and low voltage (fire alarm and communications) disciplines remain included in the construction administration phase.
3. Consultant shall provide shop drawing review.
4. Consultant shall provide one onsite observation per week in addition to the bi-weekly site visit in the original contract.
5. Consultant shall review and issue comments on change orders.
6. Consultant shall provide threshold inspections (as outlined in Amendment 10).
7. Consultant shall provide exterior sealant inspections (as outlined in Amendment 10).
8. Consultant shall provide one substantial and one final competition inspection.
9. Consultant shall review tests performed onsite.
10. Consultant shall attend bi-weekly owner, architect, and consultant (OAC) meetings.

D. Phase D-XI: Secure Parking Garage Warranty: (Original scope to remain unchanged)

1. Consultant to review operational and maintenance manuals prepared by Owner's Construction Project Manager or Contractor.
2. Consultant to conduct a final inspection at the end of the warranty period.
3. Consultant to participate in presentations of the post-occupancy report as required by the Broward County Board of County Commissioners, County Administrator, the Contract Administrator and/or the public as required.

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