

Fourth Amendment to the Agreement between Broward County and BG Design Studios, Inc., d/b/a Barranco Gonzalez Architecture for General Professional A/E Services for 64th Street Warehouse (RLI # 200802079-CM-01)

This Fourth Amendment (the "Fourth Amendment") to the Agreement between Broward County ("County"), a political subdivision of the State of Florida, and BG Design Studios, Inc., d/b/a Barranco Gonzalez Architecture ("Consultant") (collectively the "Parties") is entered into and effective as of the date this Fourth Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into an Agreement on January 6, 2010, for consultant services for the 64th Street Warehouse, RLI #200-80207-9-CM-01 ("the Agreement") for \$67,874.62.

B. The Parties entered into a First Amendment to the Agreement on December 13, 2011, to increase compensation for Basic Services, Optional Services, and Reimbursables by an additional Two Hundred Twenty Six Thousand Eight Hundred Forty Six Dollars (\$226,846.00).

C. The Parties entered into a Second Amendment to the Agreement on March 25, 2014, to increase compensation for Basic Services, Optional Services, and Reimbursables by an additional Sixty Four Thousand Nine Hundred Ninety Dollars (\$64,990.00).

D. The Parties entered into a Third Amendment to the Agreement on May 11, 2017, to extend the construction administration services by eighty-eight (88) days and to increase compensation for Basic Services, Optional Services, and Reimbursables by an additional Fifty Three Thousand Five Hundred Eighty Three Dollars (\$53,583.00).

E. The Parties now desire to enter into this Fourth Amendment to provide the design and construction administration for the retrofitting of a portion of the existing warehouse and to increase compensation for Basic Services, Optional Services, and Reimbursables by One Hundred Fifty One Thousand Forty Nine Dollars and Eighty Five Cents (\$151,049.85).

F. The Agreement, and the First, Second, and Third Amendments to the Agreement, are collectively referred to as the Amended Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Section 5.1.2 of the Amended Agreement is amended as follows:

5.1.2 Lump Sum Compensation

COUNTY agrees to pay CONSULTANT, as compensation for performance of all Basic Services related to Exhibit "A", Exhibit "A-1", ~~and Exhibit "A-2"~~ and Exhibit "A-3" that are required under the terms of this Agreement, a lump sum of ~~\$324,293.62~~ Four Hundred Fifty Two Thousand Three Hundred Forty Three Dollars and Forty Seven Cents (\$452,343.47). In addition, COUNTY agrees to pay CONSULTANT up to a maximum amount not-to-exceed of ~~\$80,000.00~~ One Hundred Thousand Dollars (\$100,000) for Optional Services, and to reimburse CONSULTANT for Reimbursables up to a maximum amount not-to-exceed of ~~\$9,000.00~~ Twelve Thousand Dollars (\$12,000) as described in Section 5.3. The total maximum not-to-exceed amount for Basic Services, Optional Services, and Reimbursables shall be ~~\$413,293.62~~ Five Hundred Sixty Four Thousand Three Hundred Forty Three Dollars and Forty Seven Cents (\$564,343.47). The method of compensation for Basic Services shall be "lump sum," which means CONSULTANT shall perform all Basic Services set forth herein for total compensation in the amount stated above. The total hourly rates payable by COUNTY for each of CONSULTANT's employee categories are shown on Exhibit "B." COUNTY shall not pay CONSULTANT any additional sum for reimbursable expenses or additional services, if any, unless otherwise stated in Section 5.3 and Article 6.

Project Phase	Fee %	Amended Fee Amount/Phase
Pre-Design Phase (Report)	17% 12%	\$55,874.62
Pre-Design Phase (Reconcile)	5% 4%	\$17,070.00
Phase I: Schematic Design	9% 8%	\$28,640.00 \$35,301.74
Phase II: Design Development	11% 9%	\$34,139.00 \$42,976.00
Phase III: Construction Documents Development	32% 30%	\$99,669.50 \$133,793.92
Phase IV: Bidding and Award of Contract	4% 5%	\$11,571.00 \$22,311.35
Phase V: Administration of the Construction Contract	21% 30%	\$69,067.60 \$134,034.86
Phase VI: Warranty Administration and Post-Occupancy Services	2% 2%	\$8,261.90 \$10,980.98
Total:	100%	\$324,293.62 \$452,343.47

3. Exhibit A-2, Scope of Work, Section 1.01.02 Project Description is hereby amended to add item (F) as follows:

(F) The CONSULTANT shall retrofit the Emergency Management Division (EMD) portion of the warehouse, approximately 14,900 square feet of the existing 72,000 square foot warehouse, to provide a new mechanical (air conditioning) system, new exterior wall insulation, new shelving and miscellaneous interior improvements; to add a permanent generator for emergency backup power to EMD, and other warehouse building areas (excluding Records Treasury and Taxes and Broward Sheriff's Office storage); to provide infrastructure to support a future second generator for emergency power for the Records Treasury and Taxes and Broward Sheriff's Office storage areas; and to provide partial exterior upgrades including new exterior canopies for all existing rollup doors and building signage.

4. For the work identified above in Section 1.01.02(F), Consultant does not have to comply with Exhibit A-2, Scope of Work, Section 3.02 Predesign Design Phase.

5. For the work identified above in Section 1.01.02(F), Consultant is permitted to include two alternative design solutions to be developed, but shall comply with Section 3.03.04 in all other respects.

6. Consultant may, for the work identified above in Section 1.01.02(F), reuse the existing as-built site survey.

7. The time for performance of the work identified above in Section 1.01.02(F) is as set forth in Exhibit "A-3" Added Scope of Work, Attachment 1: Project Schedule, attached hereto and incorporated herein.

8. Due to construction delays caused by the impact of Hurricane Irma, the time for Phase V Administration of the Construction Contract for the scope of work identified in the Amended Agreement is hereby retroactively increased by 120 calendar days commencing on October 11, 2017.

9. Except as set forth in this Fourth Amendment, all other terms, conditions, and covenants contained in the Amended Agreement shall remain in full force. In the event of any conflict or ambiguity between this Fourth Amendment and the Amended Agreement, the Parties agree that this Fourth Amendment shall control.

10. This Fourth Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11. All capitalized terms not identified in this Fourth Amendment shall have the same meaning as the defined terms found in the Amended Agreement.

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Words in struck through type are deletions from existing text.
Words in underscored type are additions.

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 ____ day of _____, 2018, and BG Design Studios, Inc. d/b/a Barranco Gonzalez Architecture, signing by and through its principal, 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
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Angela F. Benjamin (Date)
Senior Assistant County Attorney

Print Name and Title above

Michael J. Kerr (Date)
Deputy County Attorney

EXHIBIT "A-3"
ADDED SCOPE OF WORK
ATTACHMENT 1
Project Schedule

Project Title: 64th St Warehouse EMD Buildout

Facility Name: 64th St Warehouse

Project No: RLI #200802079-CM-01

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and are subject to the Contract Administrator's approval pursuant to the Agreement.

ACTIVITY	ESTIMATED TIME PERIOD
Pre-Design	N/A
Schematic Design	15 days
County's Review Period	10 days
Design Development	30 days
County's Review Period	10 days
Construction Documents	56 days
County's Review Period	10 days
Administration of Construction Contract	168 days
Permitting	Undetermined
Warranty Administration and Post Occupancy	365 days