

SECOND AMENDMENT TO THE 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 Second Amendment to the Agreement ("Second Amendment") between Broward County and Cartaya and Associates, Architects, P.A., for Consultant Services for Terminal 2 & Terminal 4 Parking Deck Expansion and Roadway Improvements is entered into by 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").

RECITALS

A. The Parties entered into that certain 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, dated January 10, 2017 (the "Original Agreement").

B. The Parties entered into a First Amendment to the Original Agreement, dated November 28, 2017 (the "First Amendment"), to provide for additional services to refine the design of the Terminal 4 parking garage and provide for traffic analysis. The Original Agreement, as amended by the First Amendment, is hereinafter referred to as the "Agreement."

C. The Parties desire to further amend the Agreement to provide for additional scope of services and compensation related to the 20<sup>th</sup> Street access ramp, new security checkpoint, and building envelope for the elevated pedestrian walkway.

D. The additional compensation consists of a lump sum amount of \$510,000 and additional potential reimbursable costs in the amount of \$6,000, resulting in a total increase of \$516,000.

E. County has determined that the additional scope of services and related compensation for consultant services are in the County's best interest.

F. The Parties met and negotiated the additional scope of services and related compensation, all in accordance with the Broward County Procurement Code, and this Second Amendment incorporates the results of such negotiation.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.

3. All references to "Exhibits A and A-1" in Sections 3.1, 4.1, 4.2, 4.6, 7.3, and 10.28 of the Agreement are revised to reference "Exhibits A, A-1, and A-2."

4. Subsections 5.1.2 and 5.1.4 of the Agreement are hereby amended to read as follows (original underlining omitted):

5.1.2 Lump Sum Compensation. ~~[Intentionally left blank.]~~ Compensation to Consultant for the performance of all Basic Services identified in Exhibit A-2 is payable on a "Lump Sum" basis and shall be not more than a total lump sum of \$510,000, as detailed below:

<u>Task</u>	<u>Amount</u>
<u>Task 1 – External Ramps</u>	<u>\$ 380,000.00</u>
<u>Task 2 – Southbound Checkpoint</u>	<u>\$ 90,000.00</u>
<u>Task 3 – Building Envelope</u>	<u>\$ 40,000.00</u>
	<u>=====</u>
<u>Total Lump Sum</u>	<u>\$ 510,000.00</u>

5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of ~~\$165,249.00~~ \$171,249.00 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. Exhibits A and A-1 of the Agreement are hereby supplemented by Exhibit A-2, attached hereto and incorporated into and made part of the Agreement.

6. Preparation of this Second Amendment 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 the other.

7. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.

8. This Second Amendment shall be effective upon execution by the Parties.

9. This Second 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, will constitute one and the same document.

IN WITNESS WHEREOF, the Parties have made and executed this Second 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\_\_

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 Al A DiCalvo 9/5/18  
Al A DiCalvo (Date)  
Assistant County Attorney

Russell J. Morrison 9/6/18  
Russell J. Morrison (Date)  
Senior Assistant County Attorney

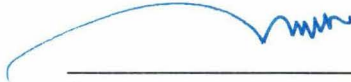
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Cartaya-Second Amend\_v4Final-2018-0904  
8/24/18, 9/4/18  
File # 16-3004.04

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Consultant

ATTEST:

CARTAYA AND ASSOCIATES, ARCHITECTS, P.A.



Secretary

JUAN JUSTINIANO

(Print/Type Name)

(Corporate Seal)

By 

President or Vice-President

Mario M. Cartaya, President

(Print/Type Name and Title)

4<sup>th</sup> day of September, 2018.


OR

WITNESSES:

  
Signature

Juan Vargas

Print/Type Name

  
Signature

NATALIE WHEATLEY

Print/Type Name


## Exhibit A-2

### Tasks

**Task 1 – External Ramps.** This includes modifications to the design of external ramps that were added to the scope in the First Amendment. These modifications will go from construction documents through construction. The north ramps are to be modified so that both external ramps shall access and exit the second parking level and originate and touchdown on to S.E. 20<sup>th</sup> Street. This modification to the way external ramps are arranged is needed to provide direct access for vehicles using S.E. 20<sup>th</sup> Street to access Terminal 2. Time for performance of this task is at the completion of “Phase III - Construction Documents.” Consultant shall integrate the preparation of construction documents with the modification in this task. A graphic representation of this is depicted in sheet SP-1 dated June 21, 2018, attached to this Exhibit.

**Task 2 – Southbound Checkpoint.** This task adds the design of a new security checkpoint that will provide for security to control access to the Port’s secured areas. This checkpoint is needed to ensure that traffic travelling south clears security, in the same consistent method as any other Port security checkpoint. Time for performance of this task is at the completion of “Phase III - Construction Documents.” Consultant shall integrate the preparation of construction documents with the addition of this task. A graphic representation of this is depicted in sheet SP-1 dated June 21, 2018, attached to this Exhibit, which indicates the approximate location of the new southbound checkpoint.

**Task 3 – Building Envelope.** This task requires the Consultant to provide exterior building envelop related reviews, recommendations, and inspections to ensure weathertightness to the elevated pedestrian walkway. Consultant shall review construction documents; recommend improvements; review and comment on the contractor’s shop drawings; review products, materials, and submittals; and inspect the installation of exterior weathertight systems. Consultant shall provide a final written report documenting the process, including field photographs and site inspection reports.

 A. K. KAPATA & ASSOCIATES ARCHITECTS 1111 K STREET, N.W. WASHINGTON, D.C. 20004	PROJECT NO. 1704 DATE 08/21/2018	OVERALL SITE PLAN
		TERMINAL 1 PARKING GARAGE NORTH RAIL STATION 1001 ANNE ARUNDEL AVENUE, N.E.

AMENDMENT 2 08/21/2018

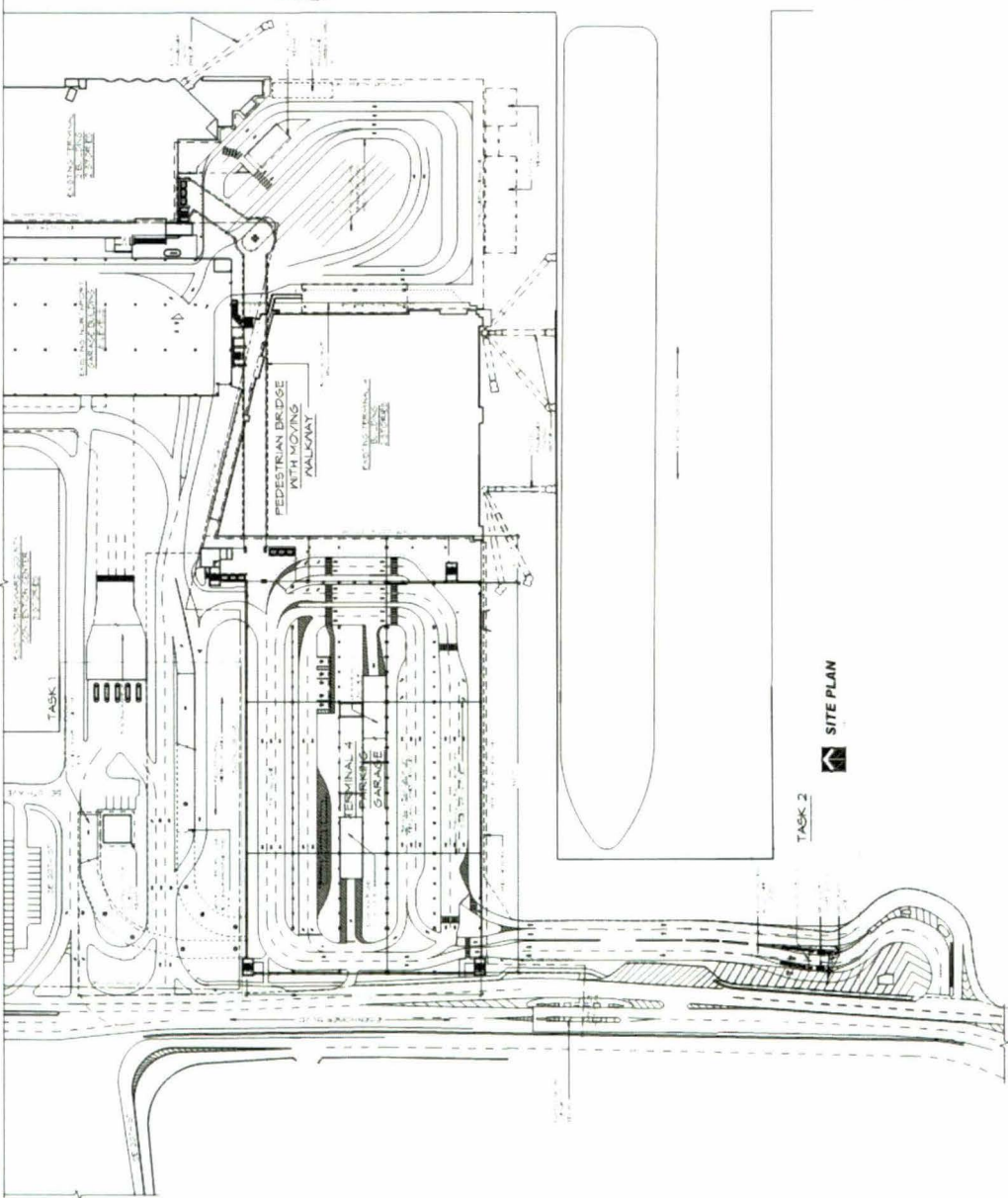
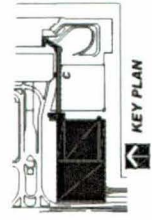


Exhibit A-2