

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR PROFESSIONAL SERVICES FOR REHABILITATION OF NORTH AIRFIELD PAVEMENTS AND ENGINEERED MATERIAL ARRESTING SYSTEM BEDS

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in the State of Florida ("Consultant") (collectively, the "Parties"), is entered into effective as of the date this Second Amendment is fully executed by the Parties ("Effective Date").

RECITALS:

A. The Parties entered into an agreement dated March 17, 2015 (the "Agreement") for Consultant Services for Professional Services for Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds.

B. The Parties entered into a First Amendment to the Agreement dated June 5, 2018 to increase the compensation payable to Consultant by an amount of One Million Eight Hundred Thirty-Six Thousand Two Hundred Fifty-Two Dollars (\$1,836,252) to address changes in the design and design phase of the North Airfield project, miscellaneous other design changes, and construction phase services.

C. The Parties desire to further amend the Agreement to increase the Maximum Compensation Payable to Consultant to provide for Resident Project Representative and Inspection services during the construction of the Project.

D. This Second Amendment increases the budget by an additional amount of One Million Eight Hundred Thirteen Thousand Seven Hundred Forty-Eight Dollars (\$1,813,748).

E. The Parties desire to update Exhibits B and F to the Agreement and to add an additional one-year renewal term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Unless noted otherwise, amendments made to the Agreement by this Second Amendment are indicated by the use of strikethroughs to indicate deletions and underlining (except for the title) to indicate additions.

3. Section 4.0 of the Agreement is deleted in its entirety and replaced with the following :

The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three years from that date ("Initial Term"). At its option, the County may renew this Agreement for three (3) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing by written notice of renewal to Consultant at least thirty (30) days prior to the end of the then-current term of the Agreement.

4. Section 5.1.0.1 of the Agreement is deleted in its entirety and replaced with the following:

5.1.0.1 Maximum Compensation Payable to Consultant

County agrees to pay Consultant as compensation for performance of all services as related to Exhibit A required under the terms of this Agreement, Salary Costs, as described in Section 5.2 , or Lump Sum fees, up to a maximum amount of Five Million Dollars (\$5,000,000) and to reimburse Consultant for Reimbursables as described in Section 5.3, up to a maximum amount of Three Hundred Thousand Dollars (\$300,000) and to pay Consultant as compensation for Optional Services as described in subsection 5.1.3, below, up to a maximum amount of Four Hundred Fifty Thousand Dollars (\$450,000) for a total maximum amount payable to the Consultant under this Agreement of Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000).

5. Section 5.1.3 of the Agreement is deleted in its entirety and replaced with the following:

5.1.3 Optional Services

County has established an amount of Four Hundred Fifty Thousand Dollars (\$450,000) for potential Optional Services identified in Exhibit "F" which may be utilized pursuant to Article 6. Unused compensation for potential Optional Services shall be retained by County.

6. Section 5.1.4 of the Agreement is deleted in its entirety and replaced with the following:

5.1.4 Reimbursable Expenses

County has established a maximum amount not-to-exceed of Three Hundred Thousand Dollars (\$300,000) for potential reimbursable expenses which may be utilized pursuant to Article 5.3. Unused compensation for Reimbursables shall be retained by County.

7. The chart within Section 5.1.6 of the Agreement is deleted in its entirety and replaced with the following:

PROJECT PHASE/TASK	Method	Fee
LS: Lump Sum/MNTE: Maximum Not To Exceed		
Phase 1 - Program Verification Phase (PVP)		
Tasks 1.1 - 1.10	LS	\$680,237
Tasks 1.8.4 & 1.11	MNTE	\$50,000
Sub Total - Phase 1 PVP		\$730,237
Phase 2 - Design Phase (Construction Documents)		
Phase 2A - Design Development (30% Complete)	LS	\$424,487
Phase 2B - Construction Documents (60% Complete)	LS	\$371,210
Phase 2C - Construction Documents (90% Complete)	LS	\$301,767
Phase 2D - Construction Documents (100% Complete)	LS	\$237,143
Public Outreach	MNTE	\$40,000
Phase 2E - Permitting Phase Services	LS	\$38,431
Phase 2F - Bid and Award Services	LS	\$62,977
Sub Total Phase 2 - Design Phase (Construction Documents)		\$1,476,015
Phase 3 - Construction Phase Services		
Phase 3A - Construction Administration	LS/MNTE	\$1,270,000
Phase 3B – Resident Project Representation	MNTE	\$1,523,748
Sub Total Phase 3 - Construction		\$2,793,748
Total Basic Services Fee		\$5,000,000

8. Exhibit B to the Agreement for two subconsultants and Exhibit F to the Agreement are hereby deleted in their entireties and replaced with the Exhibits B and F attached hereto and made a part of this Second Amendment. As of the effective date of this Second Amendment, all references to Exhibits B and F in the Agreement shall refer to the form of Exhibits B and F attached to this Second Amendment, as applicable.

9. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, as amended, the Parties agree that this Second Amendment shall control.

10. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

11. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement or this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of this Second Amendment has been a joint effort of the Parties 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.

13. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

14. 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, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2019, and Kimley-Horn and Associates, Inc., signing by and through its _____, 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 _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

AJW/
Kimley-Horn 2nd AMD
#427260

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR PROFESSIONAL SERVICES FOR REHABILITATION OF NORTH AIRFIELD PAVEMENTS AND ENGINEERED MATERIAL ARRESTING SYSTEM BEDS

CONSULTANT

WITNESSES:

KIMLEY-HORN AND ASSOCIATES, INC.

[Signature]
Signature

By: [Signature]
Authorized Signor

Shanda S. Layne.
Print Name of Witness above

Jim Capelli, Vice President
Print Name and Title

[Signature]
Signature

11 day of April, 2019

Kim Samuels
Print Name of Witness above

ATTEST:
[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



AMENDED NO. 2 EXHIBIT "B"
Salary Costs

Project No: **RLI #1083508R1**

Project Title: **Professional Services - Rehab of North Airfield Pavement**
Consultant/Subconsultant Name: **KIMLEY-HORN AND ASSOCIATES, INC.**

TITLE	AMENDED MAXIMUM RAW SALARY (10% Increase) (\$/HR)	X	Multiplier 2.90	=	AMENDED MAXIMUM BILLING RATE (\$/HR)
Principal	86.21		2.90		\$250.00
Chief Engineer	82.70		2.90		\$239.83
Project Manager	82.70		2.90		\$239.83
Senior Project Engineer	64.72		2.90		\$187.69
Resident Project Representative	65.00		2.90		\$188.50
Engineer	45.42		2.90		\$131.72
Senior Designer	43.91		2.90		\$127.34
Project Coordinator/ Specialist	37.27		2.90		\$108.08
Junior Engineer (Analyst)	31.86		2.90		\$92.39
Administrative Assistant	29.55		2.90		\$85.70

Multiplier of 2.9 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (147.88)%

FRINGE = HOURLY RATE X FRINGE (42.14)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT (7)%

MULTIPLIER = (HOURLY RATE +OVERHEAD + FRINGE +PROFIT) / HOURLY RATE

EXHIBIT B
SALARY COSTS

Project No: RLI# RI 083508R1
Project Title Professional Services for the Rehabilitation of North Airfield Pavements and Engineered Material Arresting System Beds

Consultant/Subconsultant Name: **IMDC, INC**

FILL IN POSITIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE	X	MULTIPLIER	MAXIMUM BILLING RATE
			2.52	
Principal	\$76.92		2.52	\$193.84
Senior Engineer	\$41.35		2.52	\$104.20
Project Manager	\$52.00		2.52	\$131.04
Engineer/Planner	\$40.00		2.52	\$100.80
Design Engineer	\$29.20		2.52	\$73.58
CADD Operator	\$33.00		2.52	\$83.16
Resident Engineer	\$60.00		2.52	\$151.20
Resident Engineer OT rate	\$90.00		1.50	\$135.00
Administrative Assistant	\$25.00		2.52	\$63.00

Multiplier of 2.52 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (112)%

FRINGE = HOURLY RATE X FRINGE (17)%

PROFIT = (HOURLY RATE + OVERHEAD + FRINGE) X PROFIT(10)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + PROFIT) / HOURLY RATE

EXHIBIT B
SALARY COSTS

Project No: RLI # 1083508R1
 Professional Services for the Rehabilitation of North Airfield
 Project Title: Pavements and Engineered Material Arresting System Beds
 Consultant/Subconsultant Name: **Jacobs Engineering Group, Inc.**

FILL IN POSTIONS AS APPLICABLE

TITLE	MAXIMUM HOURLY RATE (\$/HR)	x	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
			2.4		
Project Director	\$102.90		2.40		\$246.96
Senior Project Manager	\$71.16		2.40		\$170.78
Senior Engineer	\$64.84		2.40		\$155.62
Engineer	\$41.46		2.40		\$99.50
Designer	\$27.57		2.40		\$66.17
Senior CADD Technician	\$37.30		2.40		\$89.52
Project Representative Rate	\$65.80		2.40		\$157.92
Project Representative Rate (OT)	\$65.80		2.20		\$144.76
Administrative Assistant	\$23.21		2.40		\$55.70

Multiplier of 2.40 is calculated as follows:
 OVERHEAD = HOURLY RATE X OVERHEAD (92.1)%
 FRINGE = HOURLY RATE X FRINGE (26.3) %
 PROFIT = (HOURLY RATE+ OVERHEAD + FRINGE) X PROFIT (10) %

Overall multiplier of 2.40

EXHIBIT F OPTIONAL SERVICES

OPTIONAL SERVICES (INCLUDING LABOR & EXPENSES)	AMOUNT
DESIGN PHASE	\$250,000
CONSTRUCTION PHASE SERVICES	\$200,000
includes additional services during construction phase – such as additional design, survey, geotechnical & public outreach	
TOTAL	\$450,000