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FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CARTAYA AND ASSOCIATES ARCHITECTS, P.A. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR WORKS OF A SPECIFIED NATURE
(RFP# R2111778P1)

This First Amendment ("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 the "Parties"), is entered into and effective as of the date this First Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A.   On November 14, 2017, the Parties entered into an Agreement (the "Agreement"), whereby Consultant is to provide continuing professional architectural and engineering services for works of a specified nature.

B.   Consultant provides services under the Agreement pursuant to Work Authorizations, as defined by the Agreement, entered into between the County and Consultant.

C.   The Parties desire to enter into this First Amendment to update the Director of Purchasing's authority to authorize individual work authorizations in accordance with the increased thresholds set forth in Section 21.47 of the Broward County Administrative Code.

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 by reference.

2.   Words in ~~strikethrough~~ type are deleted from existing text. Words in <u>underlined</u> text other than paragraph titles are additions to existing text.

3.   Section 4.1 of the Agreement is hereby amended as follows:

4.1 All work to be performed by Consultant pursuant to the terms of this Agreement shall first be authorized in writing by a "Work Authorization," in accordance with the requirements of this Article.

4.1.1   Before any Project is commenced pursuant to a Work Authorization, Consultant shall supply the Contract Administrator with an estimate for all charges expected to be incurred for such Project, which estimate shall be reviewed and approved by the Contract Administrator and a final amount for Consultant's compensation shall be approved as follows:

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4.1.1.1   All Work Authorizations estimated to be Fifty Thousand Dollars ($50,000.00) or less shall be approved by the Contract Administrator and Consultant.

4.1.1.2   <u>Each</u> Work Authorization~~s~~ estimated to be more than Fifty Thousand Dollars ($50,000.00) but ~~less than Two Hundred Thousand Dollars~~ <u>not exceeding Five Hundred Thousand Dollars ($500,000)</u> shall be approved by County's Purchasing Director or Board, and Consultant. ~~Work Authorizations estimated to be more than Two Hundred Thousand Dollars ($200,000) shall be approved by the Board.~~

4.1.1.3   NOT USED.

4.1.1.4   Subsequent to the Contract Administrator issuing a Work Authorization pursuant to this Article, the Contract Administrator will issue a written Notice to Proceed (NTP) for that authorized work. Consultant shall not commence such work until after receipt of the NTP.

4.1.2   Any change of scope requiring charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by County, County's Purchasing Director or the Contract Administrator. The Contract Administrator shall approve in instances where the original Work Authorization amount plus the total of such modifications does not exceed Fifty Thousand Dollars ($50,000.00). County's Purchasing Director shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds Fifty Thousand Dollars ($50,000) but does not exceed the Purchasing Director's delegated authority level. The Board shall approve in instances where the original Work Authorization amount plus the total of such modifications exceeds the County Purchasing Director's delegated authority level. Notwithstanding anything contained in this subsection, Consultant's compensation shall not exceed the amount approved in the Work Authorization unless such additional amount received the prior written County approval as outlined above.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

5. All capitalized terms not identified in this First Amendment shall have the same meaning as the defined terms found in the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 _____, 20____, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

_____ day of _____, 20___

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

BENJAMIN D. CREGO   Digitally signed by BENJAMIN D. CREGO
Date: 2022.05.05 17:35:17 -04'00'

By: _____
Benjamin D. Crego   (Date)
Assistant County Attorney

Michael J. Kerr   Digitally signed by Michael J. Kerr
Date: 2022.05.11 09:53:46 -04'00'

By: _____
Michael J. Kerr   (Date)
Deputy County Attorney

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FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND CARTAYA AND ASSOCIATES ARCHITECTS, P.A. FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR WORKS OF A SPECIFIED NATURE (RFP# R2111778P1)

<u>**CONSULTANT**</u>

WITNESSES:

CARTAYA AND ASSOCIATES ARCHITECTS, P.A.

_____
Signature

By: _____
Authorized Signor

CESAR EMIL GONZALEZ.
Print Name of Witness above

JUAN JUSTINIANO, PRINCIPAL
Print Name and Title

_____
Signature

3 day of MAY , 20 22

BILROY HAYLER.
Print Name of Witness above
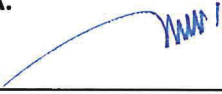
OR

ATTEST:

_____
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)