

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND
LEO A DALY COMPANY FOR CONSULTANT SERVICES FOR BROWARD COUNTY'S
MEDICAL EXAMINER'S OFFICE AND BSO'S CRIME LAB COMBINED FACILITY
(RFP # S2115731P1)**

This Second Amendment ("Second Amendment"), to the February 7, 2019, Agreement between Broward County, a political subdivision of the State of Florida ("County"), and Leo A Daly Company, a Nebraska corporation having an office at 1400 Centrepark Boulevard, Suite 500, West Palm Beach, FL 33401 ("Consultant") (collectively referred to as the "Parties"), is entered into and effective as of the date this Second Amendment is fully executed by the Parties (the "Effective Date").

RECITALS

- A. On February 7, 2019, the Parties entered into an Agreement for Consultant Services for Broward County's Medical Examiner's Office and BSO's Crime Lab Combined Facility ("Agreement").
- B. The Parties desire to amend the Agreement to update Attachment 1: Project Schedule to extend the timeframe of Consultant's Document Preparation and Submittal for the 50% Construction Document Phase from forty-two (42) calendar days to eighty-four (84) calendar days at no additional cost to the County and to update Section 4.3 of the Agreement.

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. First Amendment Attachment 1: Project Schedule attached to Exhibit A: Project Schedule of the Agreement is hereby replaced with Attachment 1: Project Schedule, attached to this Second Amendment.
3. Section 4.3 of the Agreement is hereby amended as follows:

4.3 If the Contract Administrator determines that ~~In the event~~ Consultant is unable to complete the above services within the time periods specified in Attachment 1: Project Schedule because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of Consultant, or because of delays which were caused by factors outside the control of Consultant, ~~County~~ the Contract Administrator shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors

outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

4. Except as set forth in this Second Amendment, all other terms, conditions, and covenants contained in the Agreement between the Parties, as previously amended, shall remain in full force.
5. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, as previously amended, the parties agree that this Second Amendment shall control.
6. All capitalized terms not identified in this Second Amendment shall have the same meanings as the defined terms found in the Agreement, as previously amended. Amendments are indicated by the use of underlining to indicate additions and strikethrough to indicate deletions.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto 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 _____, 2021, and LEO A DALY COMPANY, signing by and through its President/Vice 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: _____
_____ 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

By: **BENJAMIN D. CREGO** Digitally signed by BENJAMIN D. CREGO
Date: 2021.04.23 16:07:55 -04'00'
Benjamin D. Crego (Date)
Assistant County Attorney

By: **Michael J. Kerr** Digitally signed by Michael J. Kerr
Date: 2021.04.23 16:50:15 -04'00'
Michael J. Kerr (Date)
Deputy County Attorney

SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND LEO A DALY COMPANY FOR CONSULTANT SERVICES FOR BROWARD COUNTY'S MEDICAL EXAMINER'S OFFICE AND BSO'S CRIME LAB COMBINED FACILITY.

Consultant

WITNESSES:


Signature

Jacey Taylor
Print Name of Witness above


Signature

Cheri Pavlik
Print Name of Witness above

LEO A DALY COMPANY

By: 
Authorized Signor

William A. Hanser, Vice President, Managing Principal

Print Name and Title

23rd day of April, 20 21

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

**EXHIBIT A, SCOPE OF SERVICES
ATTACHMENT 1:
PROJECT SCHEDULE**

Project No.: 104134
 RFP No.: S2115731P1
 Project Title: Broward County’s Medical Examiner’s Office and BSO’s Crime Lab Combined Facility
 Facility Name: Broward County’s Medical Examiner’s Office and BSO’s Crime Lab Combined 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.

PHASE	DATE REQUIRED OR ESTIMATED TIME PERIOD (CALENDAR DAYS)	
Schematic Design Phase		
Consultant's Document Preparation and Submittal	112 Days	<input type="checkbox"/> Undetermined
County Review and Cost Estimate Reconciliation	52 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction and Re-Submittal	14Days	<input type="checkbox"/> Undetermined
Design Development Phase		
Consultant's Document Preparation and Submittal	140 Days	<input type="checkbox"/> Undetermined
County Review and Cost Estimate Reconciliation	52 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction and Re-Submittal	14 Days	<input type="checkbox"/> Undetermined
50% Construction Documents Phase		
Consultant's Document Preparation and Submittal	42 84 Days	<input type="checkbox"/> Undetermined
County Review	52 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction and Re-Submittal	14 Days	<input type="checkbox"/> Undetermined

75% Construction Documents Phase

Consultant's Document Preparation and Submittal	42 Days	<input type="checkbox"/> Undetermined
County Review and Cost Estimate Reconciliation	60 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction and Re-Submittal	14Days	<input type="checkbox"/> Undetermined

100% Construction Documents Phase

Consultant's Document Preparation and Submittal	42 Days	<input type="checkbox"/> Undetermined
County Review	60 Days	<input type="checkbox"/> Undetermined
Consultant's Document Correction and Re-Submittal	21 Days	<input type="checkbox"/> Undetermined

Bidding and Award Phase

Guaranteed Maximum Price Reconciliation	0 Days	<input checked="" type="checkbox"/> Undetermined
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Construction Administration Phase

Substantial Completion Date:	700 Days	<input type="checkbox"/> Undetermined
Final Completion Date:	30 Days	<input type="checkbox"/> Undetermined
Warranty Administration and Post-Occupancy	365 Days	<input type="checkbox"/> Undetermined