

FOURTH 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 Fourth Amendment ("Fourth Amendment") to the Agreement (hereinafter defined) is made and entered into by and 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").

RECITALS

A. The Parties entered into that certain agreement between County and Consultant for Consultant Services for Terminal 2 & Terminal 4 Parking Deck Expansion and Roadway Improvements, dated January 10, 2017 (the "Original Agreement"); a First Amendment dated November 28, 2017; a Second Amendment dated September 25, 2018; and a Third Amendment dated August 6, 2019. The Original Agreement, as amended by each of the three amendments, is hereinafter collectively referred to as the "Agreement."

B. On May 6, 2021, Consultant submitted a certified claim seeking One Million Eight Hundred Sixty-five Thousand One Hundred Two Dollars (\$1,865,102). Consultant based its claim on: (i) additional work effort for Contract Administration services performed from October 16, 2019 through June 15, 2020 ("Pre-extension Services"); and (ii) Contract Administration services provided from June 16, 2020 through June 23, 2021 ("Post-extension Services").

C. The Parties desire to further amend the Agreement to provide for an additional 373 (three hundred seventy-three) calendar days and related additional compensation for Post-extension Services in consideration for Consultant's full and complete release of all outstanding claims against County, including for both Pre-extension Services and Post-extension Services as described herein.

D. The additional compensation consists of a Maximum Amount Not-To-Exceed of One Million Ninety-nine Thousand Dollars (\$1,099,000).

E. County has determined that the additional time, related additional compensation, and Consultant's full and complete release of all outstanding claims against County are in the County's best interest.

F. The Parties met and negotiated the amount of additional time, amount of the related additional compensation, and the full and complete release of all outstanding claims against the County, all in accordance with the Broward County Procurement Code, and this Fourth 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 Fourth Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.
3. The Amended Project Schedule, attached hereto, is incorporated into and made a part of the Agreement. All references to "Project Schedule" or "Time for Performance" in the Agreement are deemed to refer to the attached Amended Project Schedule.
4. Section 5.1, Amount And Method Of Compensation, of the Agreement is hereby amended, in part, to read as follows (original underlining omitted):

5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibits A and A-1, and as otherwise required by this Agreement, are payable on a "Maximum Amount Not-To-Exceed" basis and shall be based upon the Salary Costs as described in Section 5.2 up to a maximum amount not-to-exceed of ~~\$4,959,067.00~~ \$6,058,067.00, as detailed below. Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.

As to Exhibit A:

Phase	Amount
Phase I: Programming and Schematic Design	\$ 822,048.00
Phase II: Design Development and City of Fort Lauderdale Coordination	\$ 951,107.00
Phase III: Construction Documents	\$ 1,036,739.00
Phase IV: Permitting; Bidding and Award of Contract	\$ 202,959.00
Phase V: Administration of the Construction Contract	\$ 1,179,196.00 <u>2,278,196.00</u>
Phase VI: Warranty Administration and Post- Occupancy Services	\$ 39,018.00
	=====
Maximum Amount Not-To-Exceed Related to Exhibit A	\$ 4,231,067.00 <u>\$ 5,330,067.00</u>

As to Exhibit A-1:

Task	Amount
Task 1 – External Ramps	\$ 520,000.00

Task 2 – Structure Design for Future Expansion	\$ 157,000.00
Task 3 – Traffic Analysis	\$ 51,000.00
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Maximum Amount Not-To-Exceed Related to Exhibit A-1	\$ 728,000.00

5. Section 10.34 through 10.36 are hereby added to the Agreement to read as follows:

10.34 Verification of Employment Eligibility. Consultant represents that Consultant and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, COUNTY may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by COUNTY due to the termination.

10.35 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

10.36 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Consultant represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

6. **FULL AND COMPLETE RELEASE OF COUNTY:** In consideration of the additional time and compensation, Consultant hereby releases, acquits, and forever discharges County, the Board, and any and all current, past, and future officers, agents, servants, employees, and their successors and assigns, heirs, executors, and administrators, from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation, which are now known, or may hereafter become known, on account of, or arising out of any matter or thing which has happened, developed, or occurred, which are in any way related to the Agreement (collectively, "Claims"), including any and all Claims relating to the Pre-extension Services and Post-extension Services. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

7. Preparation of this Fourth 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.

8. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect. This Amendment represents the entire understanding between County and Consultant with respect to the subject matter herein.

9. This Fourth Amendment shall be effective upon complete execution by the Parties.

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, will constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Fourth 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 _____, 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

ANTONIO
LOZADA
By _____
Antonio Lozada (Date)
Assistant County Attorney

Digitally signed by
ANTONIO LOZADA
Date: 2021.09.13
13:32:09 -04'00'

CARLOS A.
RODRIGUEZ-
CABARROCAS
By _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

Digitally signed by CARLOS A.
RODRIGUEZ-CABARROCAS
Date: 2021.09.13 13:44:37
-04'00'

AL/cr
Cartaya(T2 T4) FourthAmd FINAL
09/10/21
File # 16-3004.04

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Consultant

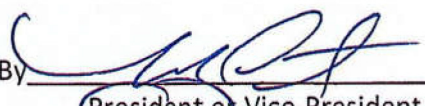
ATTEST:

CARTAYA AND ASSOCIATES, ARCHITECTS, P.A.



Secretary

JUAN SUSPINIANO
(Print/Type Name)

By 

President or Vice-President

Mario M. Cartaya, President
(Print/Type Name and Title)

(Corporate Seal)

13th day of September, 2021.

OR

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

EXHIBIT A—SCOPE OF SERVICES, ATTACHMENT 1
AMENDED PROJECT SCHEDULE

ACTIVITY	DATE REQUIRED OR ESTIMATED TIME PERIOD (Calendar Days from NTP)
Phase I: Programming and Schematic Design	
Consultant’s Document Preparation & Submittal:	150 Days
County Review:	14 Days included within dates above
Consultants Correction and Resubmittal:	14 Days included within dates above
Phase II: Design Development and City of Ft. Lauderdale Coordination	
IIa: Design Development	
Consultant’s Document Preparation & Submittal:	90 Days
County Review:	14 Days included within dates above
Consultants Correction and Resubmittal:	14 Days included within dates above
IIb: City of Fort Lauderdale Coordination	
Consultant’s Document Preparation & Submittal:	30 Days
Phase III: Construction Documents	
IIIa: 50% Construction Documents	
Consultant’s Document Preparation & Submittal:	90 Days
County Review:	14 Days included within dates above
Consultants Correction and Resubmittal:	14 Days included within dates above
IIIb: 100% Construction Documents	
Consultant’s Document Preparation & Submittal:	90 Days
County Review:	14 Days included within dates above
Consultants Correction and Resubmittal:	14 Days included within dates above

EXHIBIT A—SCOPE OF SERVICES, ATTACHMENT 1
AMENDED PROJECT SCHEDULE

Phase IV: Permitting, Bidding, and Award of Contract

IVa: Permitting (Foundations)

Consultant's Document Preparation & Submittal: 30 Days

IVb: Permitting (Building)

Consultant's Document Preparation & Submittal: 90 Days

IVc: Bidding and Award of Contract

Consultant's Document Preparation & Submittal: 30 Days

Phase V: Administration of the Construction Contract

Consultant's Document Preparation & Submittal: 480 Days

Extended Construction Administration: 373 Days

Total Construction Administration: 853 Days

Phase VI: Warranty Admin. and Post-Occupancy Services 360 Days