

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CARTAYA AND ASSOCIATES ARCHITECTS, P.A. FOR PROFESSIONAL CONSULTANT SERVICES FOR THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND NORTH PERRY AIRPORT, BUILDING PROJECTS (AGREEMENT #Z1224902P1)

This Second Amendment ("Second 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 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.

RECITALS:

A. The Parties entered into the Agreement for Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects, dated June 2, 2015, as amended August 14, 2018 (the "Original Agreement", and together with this Second Amendment, the "Agreement").

B. The Parties desire to amend the Agreement to add two (2) additional one (1) year renewal terms, increase the total maximum not to exceed amount, and to modify other provisions in the Agreement.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Interpretation. Capitalized terms not otherwise defined in this Second Amendment have the meanings given to them in the Original Agreement. Throughout this Second Amendment, stricken-through language indicates deletions, and underlined language indicates additions.
3. Section 4.1 of the Agreement is amended as follows:

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 (3) years from that date ("Initial Term"). At its option, the County may renew this Agreement for ~~four (4)~~ six (6) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing or the Director of Aviation by written notice of renewal to Consultant.

4. Article 5 of the Agreement is amended as follows:

Absent amendment, the total cumulative amount authorized for all Work Authorizations issued under authority of this Agreement to CONSULTANT may not exceed ~~Eleven Million Three Hundred Thousand Dollars (\$11,300,000)~~ Twelve Million Three Hundred Thousand Dollars (\$12,300,000) for labor and Seven Hundred Thousand Dollars (\$700,000) for reimbursables, for a total maximum not to exceed Agreement amount of ~~Twelve Million Dollars (\$12,000,000)~~ Thirteen Million Dollars (\$13,000,000).

5. Article 8.6 (Certificate Holder Address) of the Agreement is amended as follows:

The certificate holder address shall read "Broward County, c/o Aviation Department, ~~2200 SW 45 Street, Suite 101, Dania Beach, Florida 33312~~ 320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315" or such other address as may from time to time be required by County.

6. Article 10.15 (Notices) of the Agreement is amended as follows:

FOR COUNTY:

Broward County Aviation Department
Director, Contract Administrator
Capital Improvement Projects
~~2200 SW 45 Street, Suite 101~~
~~Dania Beach, FL 33312~~
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315

7. Compliance Provisions.

(a) Bring Down. The representations and warranties made by Consultant in the Original Agreement are true and correct in all material respects as of the effective date of this Second Amendment.

(b) Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (i) affect the validity or enforceability of this Agreement, (ii) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (iii) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(c) Verification of Employment Eligibility. Consultant represents that Consultant and each subconsultant have registered with and use 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.

(d) 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.

(e) 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.

(f) Breach of Representations. Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this Second Amendment, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (i) recovery of damages incurred; (ii) termination of this Agreement without any further liability to Consultant; (iii) set off from any amounts due Consultant the full amount of any damage incurred; and (iv) debarment of Consultant.

8. General Provisions.

(a) The Agreement constitutes the entire understanding between the Parties regarding the subject matter of the Agreement.

(b) Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, this Second Amendment shall control.

(c) This Second Amendment shall become effective when counterparts have been signed (including by electronic signature) by each party and delivered to the other party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor, authorized to execute the 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 _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Department
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

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

Digitally signed by Alexander J. Williams, Senior Assistant County Atty
Date: 2022.01.27 10:55:29 -05'00'

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CONSULTANT

WITNESSES:



Signature

EDUARDO ECENARRO

Print Name of Witness above



Signature

Julio A Sanchez

Print Name of Witness above

CARTAYA AND ASSOCIATES ARCHITECTS, P.A.

By: 

Authorized Signor

JUAN JUSTINIANO, PRINCIPAL

Print Name and Title

27 day of **JANUARY**, 2022

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



WJB
Cartaya 2nd Amendment
12/30/21