

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND SALTZ
MICHELSON ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING
SERVICES FOR LAUDERHILL MALL NEW TRANSIT CENTER
(RFP # R2114326P1)**

This First Amendment ("the First Amendment") to the Agreement between Broward County, a political subdivision of the State of Florida ("County"), and Saltz Michelson Architects, 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. The Parties entered into an Agreement on December 5, 2017, for consultant services for the Lauderhill Mall New Transit Center, RFP/RLI # R2114326P1 ("the Agreement").

B. The Parties desire to enter into this First Amendment to increase the lump sum compensation to Consultant by \$133,000.00 to retroactively compensate Consultant for design refinements, stakeholder approval with Broward County administration, City of Lauderhill Site Plan review requirements, and additional design time to complete the 100% construction documents.

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. Section 5.1.2 of the Agreement is hereby amended as follows:

5.1.2 Lump Sum Compensation.

Compensation to Consultant for the performance of all Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of ~~\$470,931.00~~ \$603,931.00.

3. Exhibit A, Scope of Work, to the Agreement is amended to add and incorporate the services identified within Exhibit A-1, dated January 7, 2021, a copy of which is attached to this First Amendment.

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. Amendments to the Agreement 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 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
By: **D. CREGO** Digitally signed by BENJAMIN D. CREGO
Date: 2021.04.26
16:35:26 -04'00' _____ (Date)
Benjamin D. Crego
Assistant County Attorney

Michael J. Kerr Digitally signed by Michael J. Kerr
Date: 2021.04.26 16:57:16 -04'00'
By: _____ (Date)
Michael J. Kerr
Deputy County Attorney

FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND SALTZ MICHELSON ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR LAUDERHILL MALL NEW TRANSIT CENTER IN BROWARD COUNTY, FLORIDA, RFP# R2114326P1

CONSULTANT

WITNESSES:

Signature

Print Name of Witness above

Signature

Print Name of Witness above

OR

ATTEST:

 
Digitally signed by Natalia Castro
DN: cn=Natalia Castro, o=Saltz Michelson Architects, Inc., cn=Natalia Castro
Location: 2017-470 LTM 1st Amendment
Reason: I am approving this document
Distinguished Style: 25.00
Date: 2021.04.26 14:56:37 -0400

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)

SALTZ MICHELSON ARCHITECTS

By:  Charles Michelson
Digitally signed by Charles Michelson
DN: cn=Charles Michelson +
E=cmichelson@saltzmichelson.com,
ou=Saltz Michelson
Architects, u=Fort Lauderdale, s=Florida,
c=US
Date: 2021.04.26 14:56:37 -0400

Authorized Signor

Charles Michelson / President

Print Name and Title

26th day of April, 2021



January 7, 2021

Broward County
Construction Management Division
115 S. Andrews Ave.
Fort Lauderdale, FL 33301
Attn: Ariadna Musarra, AIA, LEED BD+C
Director/County Architect

RE: Lauderhill Mall New Transit Center – Lauderhill, FL
Work Authorization #5 | Additional Services Request – Post Negotiation Meeting
SMA Project No. 2017-176

Dear Ariadna:

Please accept this letter as a confirmation of our meeting on December 17, 2020 for the negotiation of the Additional Services Request originally sent August 19, 2019 for significant design changes made to the Lauderhill Mall New Transit Center project after the approval of Schematic Design.

The impact of changes over the past years has been significant and executing the changes has been extraordinarily time-consuming. The approval of the Transportation Bond and the revision to accommodate electric buses are to the benefit of the community, but the design team had an extraordinary amount of time and value associated with these changes that needs to be reevaluated. Our contract was signed in November of 2017 and the time expended is well in excess of the project schedule and not in alignment of the revised project construction cost.

As agreed on our meeting December 17, 2020, we are requesting an Additional Service of \$118,000.00 for SMA (which includes SMA and Johnson Structural Group) and \$15,000.00 for Chen Moore. Not only did this project go through a formidable transformation during its development, the premise of our original negotiation was significantly different than the project that developed and this request is in alignment with what the original fee would have been negotiated after the construction value was increased by the County.

We appreciate the opportunity to work on this important for the County and our continuous relationship.

Very truly yours,
Saltz Michelson Architects

A handwritten signature in blue ink, appearing to read "Charles A. Michelson".

Charles A. Michelson, AIA, ACHA, LEED AP
President

CAM:nc S:\Projects\2017\2017-176\Agree\ASA