

### THIRD AMENDMENT TO AGREEMENT

THIS IS THE SECOND AMENDMENT TO AGREEMENT, made and entered into this 1st day of April 2014 by and between:

CITY OF FORT LAUDERDALE, a municipal Corporation of the State of Florida, (hereinafter referred to as "CITY")

and

CIMA Engineering Corp., a Florida Corporation organized under the laws of the State of Florida (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of July 7, 2010, authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY authorizing the performance of services in connection with Request For Qualifications ("RFQ") #206-10371, a Continuing Contract for Construction Management Consultant Services for Municipal Fire Stations #35 & #46 (hereinafter referred to as "Agreement"); and

WHEREAS, the RFQ provided for Construction Management Consultant Services for up to five (5) Municipal Fire Stations within the City of Fort Lauderdale including Stations #35, #46, #13, #54, and #08; and

WHEREAS, at its meeting on October 2, 2012, the City Commission authorized the proper officials by motion to execute a Second Amendment to Agreement to retain CONSULTANT to provide additional Construction Management Consultant Services for Fire Station #46 in the amount of \$44,165.88; and

WHEREAS, CITY desires to retain CONSULTANT to provide and CONSULTANT desires to provide additional Construction Management Consultant Services specifically for Fire Station #46 in the amount of \$46,189.11, utilizing the prices and the Additional Scope of Services outlined in the attached Supplemental Exhibit "E" ; and

WHEREAS, at its meeting of April 1, 2014, the City Commission, by motion authorized the property City Officials to execute this Third Amendment to Agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as to the following:

**Section 1.** The foregoing recitals are true and correct and are made a part of this Third Amendment to Agreement.

**Section 2.** That Article 7.1.1, titled "Not to Exceed Amount Compensation," of the Agreement is hereby replaced and amended to read as follows:

7.1.1 Not to Exceed Amount Compensation

CITY agrees to pay CONSULTANT, as compensation for performance of all services related to the Scope of Services detailed in Exhibit "A", and required under the terms of this Agreement, a Not to Exceed Amount, of \$215,549.81 for each fire station. Additionally, CITY agrees to pay CONSULTANT \$44,165.88 for services specifically relating to Fire Station #46, utilizing the Additional Scope of Services and prices set forth in the attached Supplemental Exhibit "D." Additionally, CITY agrees to pay CONSULTANT up to \$46,189.11 for services specifically relating to Fire Station#46, utilizing the Additional Scope of Services and prices set forth in the attached Supplemental Exhibit "E." This compensation does not include Reimbursable costs as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in this Agreement for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursable costs; and profit, or as required by individual Task Orders for Additional Services.

**Section 3.** In all other respects, the original Agreement between the parties approved by the City Commission on July 7, 2010, and any preceding amendments not in conflict herewith are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties execute this Third Amendment to Agreement as follows:

**CITY:**

CITY OF FORT LAUDERDALE, a Florida municipality:

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

**ATTEST:**

\_\_\_\_\_  
JONDA K. JOSEPH, City Clerk

Approved as to form:

\_\_\_\_\_  
Senior Assistant City Attorney

**CONSULTANT:**

WITNESSES:

CIMA Engineering Corp.

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Jose A. Gonzalez, President

\_\_\_\_\_  
Print Name:

ATTEST:

\_\_\_\_\_  
Print Name:  
Title:

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Jose A. Gonzalez as president for CIMA Engineering Corp., a Florida corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary Public)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## **SUPPLEMENTAL EXHIBIT “E”**

### **ADDITIONAL SCOPE OF SERVICES**

The project was not complete due to an extended period of time required to obtain the Broward County ROW permit, and interior finish work ongoing. CIMA Engineering Corp. was required on site between January 1, 2013 and April 19, 2013 to continue scope of services and facilitate completion of the project.

The continued scope of services performed during this time period were as follows; daily site inspections, daily reports, photographic documentation, processing shop drawings, submittals, and RFIs, bi-weekly progress meetings, review payment applications, monthly reports, review change orders, punch list, tracking schedule, final closeout documentation.

### **COST BREAKDOWN**

See attached Services Breakdown.



**ESTIMATE OF ADDITIONAL SERVICES FOR FS #46**

Position/Company	2013												Total Man Hours	Rate	Total Salary	Overhead 85.00%	Profit 5%	Total Cost	Loaded Rate		
	J	F	M	A	M	J	J	A	S	O	N	D									
Professional Engineer CIMA	0.03	0.03	0.03	0.02									16	\$63.00	\$ 1,008.00	\$ 856.80	\$ 50.40	\$ 1,915.20	\$119.70		
Project Engineer CIMA	1.00	1.00	0.75	0.25									496	\$43.00	\$ 21,328.00	\$ 18,128.80	\$ 1,066.40	\$ 40,523.20	\$81.70		
Building Inspector CIMA													0	\$26.00	\$ -	\$ -	\$ -	\$ -			
Inspector CIMA													0	\$24.00	\$ -	\$ -	\$ -	\$ -			
Inspector CIMA													0	\$24.00	\$ -	\$ -	\$ -	\$ -			
Inspector CIMA													0	\$24.00	\$ -	\$ -	\$ -	\$ -			
Clerical CIMA	0.16	0.16	0.25	0.09									109.67	\$18.00	\$ 1,974.06	\$ 1,677.95	\$ 98.70	\$ 3,750.71	\$34.20		
																Total =		\$ 46,189.11			