

## SECOND AMENDMENT TO AGREEMENT

THIS IS THE SECOND AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012 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<sup>th</sup>, 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 June 5, 2012, the City Commission authorized the proper officials by motion to execute a First Extension and Amendment to Agreement to retain CONSULTANT to provide Construction Management Consultant Services for two additional Municipal Fire Stations, #13 and #54, and extend the term of the original agreement until July 6, 2013; 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 \$44,165.88, utilizing the prices and the Additional Scope of Services outlined in the attached Supplemental Exhibit "D" ; and

WHEREAS, at its meeting of \_\_\_\_\_, the City Commission, by motion authorized the property City Officials to execute this Second 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 Second 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 as 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." This compensation does not include Reimbursables 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 reimbursables; 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 OF THE FOREGOING, the parties have set their hands and seals for this Second Amendment to Agreement the day and year first written above.

WITNESSES:

CITY

CITY OF FORT LAUDERDALE, a  
municipal corporation of the State of  
Florida

\_\_\_\_\_  
[Witness signature]

By \_\_\_\_\_  
JOHN P. "JACK" SEILER, Mayor

\_\_\_\_\_  
[Print Name]

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

\_\_\_\_\_  
[Witness signature]

\_\_\_\_\_  
[Print Name]

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
CARRIE L. SARVER  
Assistant City Attorney

CONSULTANT

WITNESSES:

CIMA Engineering Corp., a Florida Corporation

\_\_\_\_\_

By \_\_\_\_\_

Print Name

Name/Title \_\_\_\_\_

\_\_\_\_\_

ATTEST:

Print Name

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Corporate Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and  
\_\_\_\_\_ respectively, of CIMA Engineering Corp., a Florida  
Corporation, on behalf of the corporation. Who is:  Personally Known or   
Produced Identification: Type of ID Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

(NOTARY SEAL)

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

## **SUPPLEMENTAL EXHIBIT “D”**

### **ADDITIONAL SCOPE OF SERVICES**

In addition to the scope of work outlined in the original agreement dated July 31, 2010, CIMA also coordinated site activities with the Contractor and Geotechnical Engineer after repeated failed density tests on the soils for the building foundations. Upon receipt of the Engineer’s report documenting the contaminated soils existing conditions CIMA performed a careful review of the Contract Documents to determine possible errors and omissions and advised the City on possible solutions. Upon receipt of MVP Contractor’s Request for Change Order (RCO) #01 regarding the soil remediation issue CIMA performed a detailed analysis of the proposal; reviewing the Contractor’s cost estimates as well as summarizing the activities to date as documented in our report to the City on November 26, 2012.

Upon approval of the Change Order CIMA provided continuous on-site representation to document the exact time and materials utilized in the soils removal operation as well as verifying quantities, time and materials for the soils replacement activities. This was in addition to the ongoing Construction Management activities CIMA was concurrently performing on the project. Furthermore, CIMA coordinated the removal of the excavated contaminated soils by City Parks Department personnel including supervising the removal operations.

### **COST BREAKDOWN**

See attached Services Breakdown.

# Supplemental Exhibit "D"



## ESTIMATE OF ADDITIONAL SERVICES FOR FS #46

Postion/Company	2012												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										0.16	0.16	0.16	79.2	\$ 63.00	\$ 4,989.60	\$ 4,241.16	\$ 249.48	\$ 9,480.24	\$119.70
Project Engineer CIMA										0.5	0.5	0.5	247.5	\$ 43.00	\$ 10,642.50	\$ 9,046.13	\$ 532.13	\$ 20,220.75	\$81.70
Building Inspector CIMA										0.5	0.5	0.5	247.5	\$ 25.00	\$ 6,187.50	\$ 5,259.38	\$ 309.38	\$ 11,756.25	\$47.50
Inspector CIMA													0	\$ 24.00	\$ -	\$ -	\$ -	\$ -	
Inspector CIMA													0	\$ 24.00	\$ -	\$ -	\$ -	\$ -	
Inspector CIMA													0	\$ 24.00	\$ -	\$ -	\$ -	\$ -	
Clerical CIMA										0.16	0.16	0.16	79.2	\$ 18.00	\$ 1,425.60	\$ 1,211.76	\$ 71.28	\$ 2,708.64	\$34.20
<b>Total =</b>																	<b>\$ 44,165.88</b>		