



**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
FLORIDA TECHNICAL CONTRACTORS, LLC**

THIS FIRST AMENDMENT, dated this ____ day of _____ 2020, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

FLORIDA TECHNICAL CONTRACTORS, LLC, a limited liability company, authorized to do business in the State of Florida, with a business address of 533 East Ocean Ave., Suite #2, Boynton Beach, FL 33435 (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WHEREAS, pursuant to §35.18(C)(5) of the Code of Ordinances, on May 15, 2019, the CITY and CONTRACTOR entered into an Agreement for geographic information system ("GIS") data collection and software implementation for the City's potable water and sanitary sewer systems and facilities ("Original Agreement"); and,

WHEREAS, pursuant to the Original Agreement CONTRACTOR assisted with collecting data, building a GIS database, implementing the potable water distribution system, implementing the sanitary sewer collection system, implementing the raw water supply system, and creating a platform to display and organize the data related to CITY's systems; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement and desire to amend and supplement the terms of their contractual relationship as set forth in this First Amendment to Agreement between the City of Pembroke Pines and Florida Technical Contractors, LLC ("First Amendment") herein; and,

WHEREAS, the Parties desire to amend Article 2 of the Original Agreement, to provide for an additional scope of work which includes but is not limited to field changes needed to maintain the GIS system and building additional data sets for applications that will provide additional benefits to CITY in accordance with **Exhibit "E"**, attached hereto and by this reference made a part hereof; and,

WHEREAS, the Parties further desire to amend Article 3 of the Original Agreement to provide a time to complete the scope of work described in **Exhibit "E"**; and,



WHEREAS, the Parties further desire to amend Article 4 of the Original Agreement to provide compensation not to exceed for the scope of work described in **Exhibit “E”**.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree to amend the Original Agreement as follows:

1. RECITALS. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

2. EXPANDED SCOPE OF SERVICES. The Parties agree to amend Article 2, Section 2.1 of the Original Agreement, to provide a revised scope of work, as more fully and particularly described in **Exhibit “E”**, attached to this First Amendment and incorporated herein. The Parties agree to amend Section 2.1 of the Original Agreement as follows:

“2.1 CONTRACTOR hereby agrees to perform the services for providing, delivering and installing a utility GIS for potable water and sanitary sewer, as more particularly described in the scope of services in **Exhibit “D”** attached hereto and by this reference made a part hereof; and, the scope of services further described in **Exhibit “E”** to the First Amendment attached thereto and made a part thereof. CONTRACTOR agrees to do everything required herein and further required by any amendment hereto.”

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION. The Parties agree to amend Article 3, Section 3.2 of the Original Agreement, to provide a time to complete services identified in **Exhibit “E”**, attached to this First Amendment and incorporated herein. The Parties agree to amend Section 3.2 of the Original Agreement as follows:

“3.2 The work to be performed pursuant to **Exhibit “E”** of the First Amendment shall commence not later than ten (10) days after the date that CONTRACTOR receives CITY’s Notice to Proceed. The work to be performed pursuant to **Exhibit “E”** of the First Amendment shall be completed within twenty-five (25) weeks from issuance of CITY’s Notice to Proceed.”

4. COMPENSATION. The Parties agree to amend Article 4, Section 4.1 of the Original Agreement to provide a compensation amount not to exceed for the services identified in **Exhibit “E”**, the fees for services shall be charged in accordance with the rates and fees more fully and particularly described in **Exhibit “E”**, attached to this First Amendment and incorporated herein. The Parties agree to amend Section 4.1, of the Original Agreement to read as follows:



“4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the services, and any other information reasonably required by CITY. The compensation shall not exceed ONE HUNDRED THIRTY NINE THOUSAND, SEVEN HINDREDFORTYDOLLARS (\$139,740.00) for the initial scope of work described in **Exhibit “D”** of the Agreement.

The compensation owed to CONSULTANT pursuant to **Exhibit “E”** of the First Amendment shall not exceed FOURTY-SIX THOUSAND AND EIGHT HUNDRED DOLLARS (\$46,800.00).”

5. ORIGINAL AGREEMENT. All of the terms and conditions of the Original Agreement shall be binding and remain in full force and effect except as expressly amended hereinabove.

6. CONFLICT. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions herein shall control to the extent of any such conflict or ambiguity.

7. EXHIBITS. Each Exhibit referred to in the Original Agreement, and referred to herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

SIGNATURE PAGE FOLLOWS



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

Name: _____

CONTRACTOR:

Florida Technical Consultants, LLC

By: _____

Print Name: _____

Title: _____

WITNESSES

Merr Chitty
MERRI Chitty
Print Name

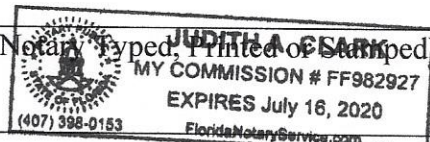
Teresa Chapman
Teresa Chapman
Print Name

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 22ND day of April, 2020, by James Barton of Florida Technical Consultants, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Title or Rank

Serial number, if any



Thompson, Paul <pthompson@ppines.com>

March 2, 2020

Paul Thompson, PE
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025

Subject: Utility GIS – Data Updates and Maintenance

Dear Mr. Thompson,

Florida Technical Consultants (FTC) is pleased to provide this Scope for the City of Pembroke Pines (City) to expand and update the GIS System for Utilities.

Background

The City recently built a GIS system including potable water and sewer. The data was posted to the City GIS Online Platform. Mobile applications were developed to manage record drawings and validation in the field. Staff were trained to run these applications. Since then, staff have identified several field changes that need to be made to update and maintain the GIS system. Additional mobile applications will provide additional benefits to the City. There are other data sets that can be built to support the City, eg. Elevation Contour lines. This proposal will address field changes made to date, provide additional staff training and build additional data sets.

Scope

FTC will work hourly according to the priorities specified by the City.

Data Updates: FTC will:

- Review field changes indicated by staff
- Update the GIS base data
- Repost the updated data to the City Platform

Applications: FTC will:

- Review needs with staff
- Build an application to track CIP projects
- Implement the CIP tracker in the City Online Platform
- Train staff to use the system

Data Sets (elevation contours based on Lidar: FTC will:

- Review needs with staff to determine scale and accuracy required
- Review available data sets
- Create a 10ft DEM for the City
- Create contour lines
- Post the data to the Online System (within data size limitations)

Priorities: FTC may adjust the deliverables according to priorities of the City.

Deliverables

All data created will be posted on the City GIS Platform.

- Maps and dashboards created on City platform
- City staff trained on implementation

Assumptions

- The City IT Department will assist with software and hardware installations
- The City will provide all relevant data, record drawings, CAD plans
- The City will provide field research on locations
- The City will provide staff for training

Fees and Schedule

The following is an estimate level of effort.

Task	Project Manager \$130 / hr	Project Engineer \$120 / hr	Project GIS Analyst \$115 / hr	Fees
GIS System Maintenance	48	108	240	\$46,800
Total Hours	48	108	240	\$46,800

It is estimated the program will last approximately 25 weeks. The program will be billed on an hourly basis not to exceed \$46,800. Invoices will be submitted monthly based on the number of hours worked and tasks completed. Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,



Florida Technical Consultants
James Barton, P.E.
President