

FIRST AMENDMENT TO AGREEMENT

Between

BROWARD COUNTY

and

S&L SPECIALTY CONTRACTING, INC.

for

CONSTRUCTION SERVICES

In connection with the

RESIDENTIAL SOUND INSULATION –GROUP 3800K

Bid No. Z1419405C1

This First Amendment to an Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as COUNTY,

AND

S&L SPECIALTY CONTRACTING, INC., hereinafter referred to as CONTRACTOR.

WITNESSETH

WHEREAS, BROWARD COUNTY has determined it to be in the best interest of the RESIDENTIAL SOUND INSULATION PROGRAM and the residents in the Program to add additional homes to the subject Agreement;

WHEREAS, CONTRACTOR agrees to maintain current pricing subject only to verifiable cost escalation, maintain the current schedule, and insure that the quality of the work is maintained; and,

WHEREAS, as Bid Packages for Groups L, M, and N, estimated to be 500 homes, become available, the work shall be priced in accordance with the Change Order provisions of the Agreement and funded through CPEAMS or Change Orders.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and the CONTRACTOR agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. This Amendment constitutes a Supplemental Agreement pursuant to General Provisions Article 10-45, covering work being within the scope of the originally awarded contract.
3. Article 24.1 is amended as follows:

24.1. Certain portions of Work which may be required to be performed by the CONTRACTOR under this Contract are either unforeseeable or have not yet been designed, including, but not limited to bid packages Groups L, M and N, and the value of such work, if any, is included in the Contract as a specific line item(s) entitled "Allowance Account(s)".

4. To reflect changes to mandatory contract provisions made by the FAA immediately before advertisement of Bid No. Z1419405C1, modifications to Special Provision 8: FAA Contract Provisions, are necessary and are reflected on the Attached Exhibit "A".
5. For all subsequent Bid Packages, CONTRACTOR agrees to maintain its current labor and material pricing and mark-up as used in its Group K bid, subject only to verifiable cost escalation utilizing CPI and Davis Bacon Wage Rate Tables for labor costs and manufacturers' and suppliers' quotes or invoices for materials costs.
6. The subsequent Bid Packages shall be priced in accordance with the Change Order provisions of the Agreement and funded through CPEAMS or Change Orders. The Change Orders shall include separate Notices to Proceed for the applicable work. If the parties cannot reach agreement on the price, the CONTRACTOR is not obliged to perform.
7. As Bid Packages are added to the Agreement, CONTRACTOR shall maintain or accelerate, if practicable, the current construction production schedule while continuing to maintain the quality of the work. However, CONTRACTOR shall not be obliged to progress no more than 8 home starts per week.
8. The Liquidated Damages specified and set forth in the Article 5 of the Agreement and Section 2 - Summary of Terms and Conditions shall apply to all Bid Packages added to the Agreement.
9. CONTRACTOR agrees that it shall make good faith efforts to meet or exceed the Program's established Disadvantaged Business Enterprise (DBE) goal requirements for each Bid Package added to the Agreement, and shall provide documentation of same in a form acceptable to COUNTY prior to the issuance of the Notice to Proceed for the applicable work.

10. The Section 2 - Summary of Terms and Conditions is amended as follows:

Article	Description	Unit	
24.	Allowance Accounts:		
	1: Permit Fees	\$426,250	<u>\$1,275,000</u>
	2: General Unforeseen Conditions	\$445,853	<u>\$1,338,000</u>
	<u>3: Groups L, M and N</u>	<u>\$36,600,000</u>	

11. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

12. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

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FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND S&L SPECIALTY CONTRACTING, INC. FOR CONSTRUCTION SERVICES FOR BROWARD COUNTY/FLL RESIDENTIAL SOUND INSULATION PROGRAM

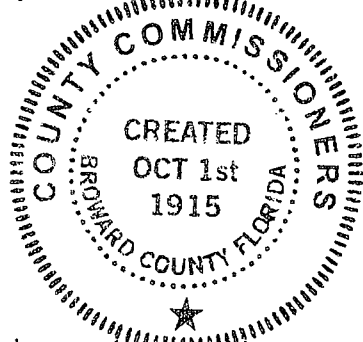
IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment. BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 24th day of May, 2016, and S&L SPECIALTY CONTRACTING, INC., signing by and through its authorized representatives.

COUNTY

ATTEST:



Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners




Insurance requirements
approved by Broward County
Risk Management Division

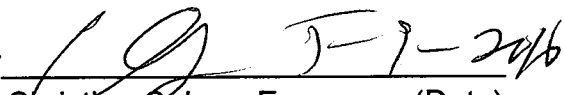
BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor or Vice-Mayor

24th day of May, 2016

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 S.W. 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

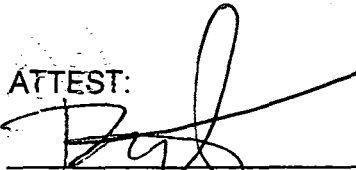
By  5/9/16
Jacqueline Binns, ARM-P (Date)
Risk Manager

By  5-9-2016
Christine C. Lee, Esq. (Date)
Senior Assistant County Attorney

FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND S&L SPECIALTY CONTRACTING, INC. FOR CONSTRUCTION SERVICES FOR BROWARD COUNTY/FLL RESIDENTIAL SOUND INSULATION PROGRAM


CONTRACTOR

ATTEST:



DONALD J. PROVASI, JR., VICE PRESIDENT

(Corporate seal)
Witness:



Signature of Witness

Anthony Bucci

Printed or Typed Name of Witness

S&L SPECIALTY CONTRACTING, INC.


By: JAMES W. LEANA, PRESIDENT

(Signature & title)

5th day of May, 2016.

EXHIBIT "A"

SPECIAL PROVISION 8: FAA CONTRACT PROVISIONS are amended as follows:

COPELAND "ANTI-KICKBACK" ACT

~~The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970. United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.~~

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.