

NINTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND G.F.C. CRANE CONSULTANTS, INC., FOR RAIL MOUNTED CONTAINER GANTRY CRANE MAINTENANCE AND REPAIR (RLI # 20061111-0-PTOPS-1JR)

This Ninth Amendment to the Agreement ("Ninth Amendment") between Broward County and G.F.C. Crane Consultants, Inc., is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and G.F.C. Crane Consultants, Inc., a California corporation, authorized to transact business in the state of Florida ("Contractor" or "GFC") (collectively, the "Parties").

RECITALS

A. The Parties entered into that certain Agreement between Broward County and G.F.C. Crane Consultants, Inc., dated June 5, 2007 (the "Original Agreement"), to provide rail mounted container gantry crane maintenance and repair services at Port Everglades.

B. The Parties entered into a First Amendment to the Original Agreement, dated January 29, 2009 (the "First Amendment"); a Second Amendment to the Original Agreement, dated September 24, 2009 (the "Second Amendment"); a Third Amendment to the Original Agreement, dated December 6, 2011 (the "Third Amendment"); a Fourth Amendment to the Original Agreement, dated July 5, 2013 (the "Fourth Amendment"); a Fifth Amendment to the Original Agreement, dated June 2, 2015 (the "Fifth Amendment"); a Sixth Amendment to the Original Agreement, dated September 1, 2015 (the "Sixth Amendment"); a Seventh Amendment to the Original Agreement, dated August 16, 2016 (the "Seventh Amendment"); and an Eighth Amendment to the Original Agreement, dated September 25, 2017 (the "Eighth Amendment"). The Original Agreement, as amended by each of the eight amendments, is hereinafter referred to as the "Agreement."

C. The Parties desire to further amend the Agreement to provide for a thirty-one (31) day extension, with an option for an additional thirty (30) day extension, with an adjustment for labor billing rates to account for new union labor rates, but all other fees and costs to remain the same during the extension period, to permit the parties to finalize the terms for a five (5) year extension.

D. County has determined that the thirty-one (31) day extension, with an option for an additional thirty (30) days, are in the County's best interest.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder.

2. Amendments made to the Agreement by this Ninth Amendment are indicated by use of strikethroughs to indicate deletions (~~deletions~~) and underlining to indicate additions (additions), unless otherwise stated.

3. Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 The term of this Agreement shall begin on July 11, 2007 and shall expire at 11:59 p.m. on ~~September 30, 2020~~ October 31, 2020 ("term"), unless sooner terminated as provided herein; COUNTY shall have the option to further extend the Agreement for an additional thirty (30) days, at the sole discretion of the Port Everglades Department, Chief Executive/Port Director, by providing written notice of its election to exercise the additional extension no later than ten (10) calendar days before October 31, 2020. Collectively, the term and the additional extension, if exercised, are referred to as the "term." ~~provided, however, if~~ the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

4. Section 4.1 ii) of the Agreement is hereby amended to read as follows:

- 4.1 i) ...
ii) ...

Commencing on October 1, 2015, GFC shall bill COUNTY at the labor rates (as adjusted) set forth in Revised Exhibit "D" attached hereto and made a part hereof. In no event shall GFC bill COUNTY for services performed (working) labor charges at labor rates that exceed those labor rates (as adjusted) set forth in Revised Exhibit "D." In no event shall GFC's total labor billings to COUNTY exceed the annual dollar limits provided in Revised Exhibit "D."

Commencing on the date this Seventh Amendment is approved by COUNTY, GFC's total labor billings to COUNTY shall not exceed the annual dollar limits provided in Revised Exhibit "D," attached to this Seventh Amendment.

Commencing on the date this Eighth Amendment is approved by COUNTY, GFC's total labor billings to COUNTY for all working labor hours and nonworking labor hours shall not exceed the annual dollar limits provided in Revised Exhibit "D," attached to this Eighth Amendment.

Commencing on October 1, 2020, GFC shall bill COUNTY at the labor rates set forth in Revised Exhibit "D(9)" attached hereto and made a part hereof. In no event shall GFC bill COUNTY for services performed at labor rates that exceed those labor rates set forth in Revised Exhibit "D(9)." GFC's total labor billings to COUNTY for all labor hours shall not exceed the dollar limits provided in Revised Exhibit "D(9)."

5. Revised Exhibit "D(9)," attached hereto and incorporated into and made a part of the Agreement, reflects the revised labor rates taking into account the new union labor rates for the period of time covered by the thirty-one (31) day extension and potential additional thirty (30) day extension.
6. Preparation of this Ninth Amendment has been a joint effort of County and Contractor, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
7. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.
8. This Ninth Amendment shall be effective upon complete execution by the Parties.
9. This Ninth Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, will constitute one and the same document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Ninth Amendment to the Agreement: 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 GFC Crane Consultants, Inc., signing by and through its _____, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By _____
Al A DiCalvo (Date)
Assistant County Attorney

By _____
Russell J. Morrison (Date)
Senior Assistant County Attorney

AAD/cr/dh
9/9/20, 9/10/20
GFC Crane Consultants_NinthAmd_v6-mjk-aad-2020-0910
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Contractor

ATTEST:

G.F.C. CRANE CONSULTANTS, INC.

Secretary

By _____
President or Vice President

(Print/Type Name)

(Print Name and Title)

(Seal)

____ day of _____, 20____.

OR

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

REVISED EXHIBIT "D(9)"
GFC LABOR BILLING RATES

<u>LABOR CATEGORY</u>	<u>HOURS</u>	<u>14TH YEAR</u>
Senior Crane Technician	ST	\$ 102.57
	OT	\$ 129.64
Asst. Senior Technician	ST	\$ 95.18
	OT	\$ 119.40
Crane Technician	ST	\$ 84.54
	OT	\$ 104.63
Painters	ST	\$ 59.64
	OT	\$ 70.08
Welders	ST	\$ 60.99
	OT	\$ 71.95
Lead Crane Technician	ST	\$ 87.83
	OT	\$ 109.19
Electrician	ST	\$ 64.62
	OT	\$ 75.26
Electrician Trainee	ST	\$ 59.48
	OT	\$ 67.73
Senior Port Engineer	ST	\$ 92.14
	OT	\$ 112.79
Port Engineer	ST	\$ 84.61
	OT	\$ 102.54

Notes:

- (1) "HOURS" "ST" and "OT" refer to "Straight Time" and "Overtime" rates of billing.
- (2) Labor Billing Rates are established at fixed rates for the 31 day extension and potential additional 30 day extension, and are not subject to adjustment with the exception of the component for worker's compensation as detailed in item (4) below.
- (3) Labor Billing Rates are inclusive of wages and fringe benefits negotiated by GFC Crane with their collective bargaining groups: Federation of Private Employees, Marine Engineers Benevolent Association (MEBA), and the Seafarers International Union (SIU). Additional components of Labor Billing Rates are FICA, State and Federal Unemployment, and Worker's Compensation.
- (4) The Worker's Compensation Insurance rate is established at 8.5% of base wage during the 31 day extension and potential additional 30 day extension, and is subject to the following adjustments:
 - ◆Base rate @ 8.5%
 - ◆If the rate charged to GFC increases to between 8.5%-10.5%, GFC absorbs the increased cost
 - ◆If the rate charged to GFC increases to between 10.6%-12.5%, an adjustment(s) is made to the worker's compensation element of the Labor Billing Rate effective from when the October 1st increase is effective
 - ◆If the rate charge to GFC increases beyond 12.6%, GFC absorbs the costs above 12.5%
- (5) Maximum monthly labor payment not to exceed:
 - ◆October 2020: \$561,397.26
 - ◆November 2020: \$543,287.67