

**ELEVENTH AMENDMENT TO 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 Eleventh Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and G.F.C. Crane Consultants, Inc., a Florida corporation ("GFC") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement for Rail Mounted Container Gantry Crane Maintenance and Repair, dated June 5, 2007 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated January 29, 2009, which added a labor billing category for welders; a Second Amendment, dated September 24, 2009, which temporarily adjusted the Management Fee; a Third Amendment, dated December 6, 2011, which exercised the Option Term; a Fourth Amendment, dated July 5, 2013, which modified the named subcontractors and related billing rates; a Fifth Amendment, dated June 2, 2015, which extended the term to allow the Parties to negotiate a five-year extension; a Sixth Amendment, dated September 1, 2015, which extended the term by five years; a Seventh Amendment, dated August 16, 2016, which increased the annual dollar limits for labor billings; an Eighth Amendment, dated September 25, 2017, which further increased the annual dollar limits for labor billings; a Ninth Amendment, dated September 22, 2020, which extended the term to allow the Parties to negotiate another five-year extension; and a Tenth Amendment, dated November 10, 2020, which extended the term through September 30, 2025. The Original Agreement, as amended by the First Amendment through the Tenth Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to amend the Agreement to further extend the Agreement for an additional year, with two optional additional 90-day extensions, while County conducts a new solicitation for these services.

D. GFC has advised County that, as of the effective date of this Amendment, GFC is engaged in collective bargaining negotiations with the unions representing GFC's employees, and such negotiations have not yet resulted in final, agreed-upon terms and conditions of employment.

E. The Parties acknowledge that the labor rates set forth in Exhibit C(11) to this Amendment do not reflect the result of the aforementioned union negotiations and, if the result of those negotiations are that GFC agrees to labor rates in excess of those reflected in Exhibit C(11), the Parties may continue under the terms of the Agreement or exercise the options to terminate the Agreement or negotiate a further amendment, as set forth herein.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 3.1 of the Agreement is amended 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, 2025~~ September 30, 2026 ("term"), unless sooner terminated as provided herein. County shall have the option to further extend the Agreement for up to two (2) additional extensions of up to ninety (90) days each, at the sole discretion of the Port Everglades Department, acting through its Chief Executive/Port Director, by providing written notice of its election to exercise the extension and the duration thereof no later than ten (10) calendar days before expiration of the then-current term. Collectively, the term as extended by each additional extension, if exercised, is referred to as the "term." 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 of the Agreement is amended as follows (original underlining omitted):

4.1 i) . . .

Commencing on October 1, 2020, COUNTY agrees to pay GFC a Lump Sum Annual Management Cost Fee and a Profit Fee, as more particularly set forth in Exhibit "C(10)," attached hereto and made a part hereof. The Lump Sum Annual Management Cost Fee and Profit Fee is guaranteed for each year of this Agreement, except as otherwise provided in Exhibit "C(10)," with the only adjustments being those made annually, as set forth herein. The Lump Sum Annual Management Cost Fee and Profit Fee shall be paid by COUNTY to GFC in weekly installments in an amount equal to 1/52 of the total Annual Management Cost Fee and Profit Fee. GFC shall invoice COUNTY weekly.

Commencing on October 1, 2025, County agrees to pay GFC a Lump Sum Management Cost Fee and a Profit Fee, as more particularly set forth in Exhibit C(11), attached hereto and made a part hereof. The Lump Sum Management Cost Fee and Profit Fee is guaranteed for years 19 and 20 of this Agreement, except as

otherwise provided in Exhibit C(11), with the only adjustments being those set forth herein. For year 19, the Lump Sum Management Cost Fee and Profit Fee shall be paid by County to GFC in weekly installments in an amount equal to 1/52 of the total Management Cost Fee and Profit Fee for year 19 as indicated in Exhibit C(11). For the extension terms in year 20, these fees will be paid in weekly installments equal to 1/13 of the Management Cost and Profit Fee for a ninety (90) day extension as indicated in Exhibit C(11). GFC shall invoice County weekly.

ii) . . .

Commencing on October 1, 2020, GFC shall bill COUNTY at the labor rates set forth in Exhibit "D(10)," 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 Exhibit "D(10)." GFC's total labor billings to COUNTY for all labor hours shall not exceed the dollar limits provided in Exhibit "D(10)."

Commencing on October 1, 2025, GFC shall bill County at the labor rates set forth in Exhibit D(11), 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 Exhibit D(11). GFC's total labor billings to County for all labor hours shall not exceed the dollar limits provided in Exhibit D(11).

iii) GFC shall also submit itemized weekly invoices to the Contract Administrator for all non-working labor hours GFC is required to pay pursuant to its applicable collective bargaining agreements for holiday time, sick time, vacation time, jury duty, vacation buy back, and bereavement. GFC shall furnish COUNTY copies of all supporting documentation, including, but not limited to, applicable collective bargaining agreements, to support its billings to COUNTY for non-working labor charges. All non-working labor charges shall be paid by COUNTY to GFC at the billings rates contained in Exhibit "D(10)." In no event shall GFC bill COUNTY for non-working labor charges at labor rates that exceed those labor rates set forth in Exhibit "D(10)."

Commencing on October 1, 2025, GFC shall also submit itemized weekly invoices to the Contract Administrator for all nonworking labor hours GFC is required to pay pursuant to its applicable collective bargaining agreements for holiday time, sick time, vacation time, jury duty, vacation buy back, and bereavement. GFC shall furnish County copies of all supporting documentation, including, but not limited to, applicable collective bargaining agreements, to support its billings to County for nonworking labor charges. All nonworking labor charges actually required to be paid by GFC in connection to this Agreement shall be paid by County to GFC at the billing rates contained in Exhibit D(11). In no event shall GFC bill County for nonworking labor charges not actually incurred by GFC in connection to this

Agreement or at labor rates that exceed those labor rates set forth in Exhibit D(11).

iv) . . .

Commencing on October 1, 2020, GFC shall bill COUNTY for all subcontracted services at the rates set forth in Exhibit "E(10)," attached hereto and made a part hereof. In no event shall GFC bill COUNTY for subcontracted services at rates that exceed those rates set forth in Exhibit "E(10)." In no event shall GFC's Subcontractor billings to COUNTY for subcontracted services hereunder exceed the annual dollar limits provided in Exhibit "E(10)." All subcontracted services shall be authorized and performed in accordance with Section 10.7 herein. As compensation for administering and overseeing the work of Subcontractors, GFC will be paid an administrative fee equal to 2.5% of the approved billings of Subcontractors. The administrative fee will be added to each Subcontractor invoice and paid to GFC at the time GFC is reimbursed for the work of the Subcontractor. GFC may submit invoices no more often than on a monthly basis, but only after the subcontracted services for which the invoices are submitted have been completed.

Commencing on October 1, 2025, GFC shall bill County for all subcontracted services at the rates set forth in Exhibit E(11), attached hereto and made a part hereof. In no event shall GFC bill County for subcontracted services at rates that exceed those rates set forth in Exhibit E(11). In no event shall GFC's Subcontractor billings to County for subcontracted services hereunder exceed the dollar limits provided in Exhibit E(11). All subcontracted services shall be authorized and performed in accordance with Section 10.7 herein. As compensation for administering and overseeing the work of Subcontractors, GFC will be paid an administrative fee equal to 2.5% of the approved billings of Subcontractors. The administrative fee will be added to each Subcontractor invoice and paid to GFC at the time GFC is reimbursed for the work of the Subcontractor. GFC may submit invoices no more often than on a monthly basis, but only after the subcontracted services for which the invoices are submitted have been completed.

. . .

5. Section 8.4 of the Agreement is amended as follows:

In the event this Agreement is terminated for convenience, GFC shall be paid for any services and expenses properly performed and incurred to the date the Agreement is terminated; however, upon being notified of COUNTY's election to terminate, GFC shall refrain from performing further services or incurring additional expenses under the terms of this Agreement, unless otherwise directed in writing by the Contract Administrator. GFC acknowledges and agrees that ten dollars (\$10.00) of the

compensation to be paid by COUNTY, the receipt and adequacy of which is hereby acknowledged by GFC, is given as specific consideration to GFC for COUNTY's right to terminate this Agreement for convenience.

6. Section 10.7 of the Agreement is amended as follows (original underlining omitted):

10.7 ASSIGNMENT, PERFORMANCE AND SUBCONTRACTING

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, GFC shall not subcontract any portion of the scope of work required by this Agreement with any Subcontractors not expressly provided in Exhibit "~~E(10)~~" E(11), attached hereto and made a part hereof. Contract Administrator may approve changes to the Subcontractors named in Exhibit "~~E(10)~~" E(11), provided the billing rates remain unchanged; the changes will be automatically made a part of this Agreement upon prior written approval of the Contract Administrator. Further, GFC shall not enter into subcontracts for any services covered by this Agreement except with the named Subcontractors listed in Exhibit "~~E(10)~~" E(11) attached hereto and made a part hereof and then only after receiving the prior written approval of: i) the Contract Administrator where such subcontracted services do not exceed One Hundred Thousand Dollars (\$100,000); ii) the COUNTY's Purchasing Director where such subcontracted services exceed One Hundred Thousand Dollars (\$100,000) but are not greater than ~~Four Five~~ Five Hundred Thousand Dollars (~~\$400,000~~ 500,000); and iii) the Broward County Board of County Commissioners where such subcontracted services exceed ~~Four Five~~ Five Hundred Thousand Dollars (~~\$400,000~~ 500,000). COUNTY reserves the right to contract with third-party contractors for any repair services to the container gantry cranes ~~which that~~ that COUNTY deems necessary. Notwithstanding the foregoing, it is the intent of the Parties that COUNTY will not outsource day-to-day maintenance and repair work affecting GFC's uptime obligations under this Agreement. GFC shall bill COUNTY for subcontracted service(s) at the rates provided for herein. COUNTY is solely contracting with GFC for the services provided hereunder. Subcontractors are selected and supervised by GFC and submitted to the Contract Administrator for approval. GFC will submit any changes in ~~s~~Subcontractors ~~personnel~~ to Contract Administrator.

GFC represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

GFC shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of GFC's performance and all interim and final services provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

7. Exhibit A(10) is amended as follows (original underlining omitted):

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2.0 DEFINITIONS

Currently all maintenance and repairs are performed on a computerized maintenance management system (Datastream MP-2), which generates work orders. During the term of this Agreement, County will change systems from to Assetworks (~~AIM~~). Upon the execution of the Eleventh Amendment, all references to Datastream MP-2 in this Agreement are deemed to refer to the Assetworks system. At no time during the term of this Agreement will the number of back-logged work orders exceed ~~50 for existing cranes. For each new crane added by the County, said limit shall be raised by 6 back-logged work orders~~ 100. Work orders that are open for longer than 30 calendar days will be considered back-logged. When calculating the number of back-logged work orders, the following shall not be included: 1) ZPMC warranty open work orders; 2) open work orders held open for parts that are on order or are unavailable; 3) work orders that are open due to a pending Port decision; and 4) work for repairs that cannot be completed in under 30 days, as determined by the Contract Administrator.

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4.0 GFC's PERSONNEL

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4.9.2 GFC shall provide all necessary hand and hand power tools and equipment needed to maintain and repair the cranes covered in this Agreement. The County has in its possession and will make available, in its sole reasonable discretion, the following specialized crane maintenance equipment to GFC for its use:

- (2) Forklifts (1-Midport 1-Southport)
- (2) Parts Washer (1-Midport 1-Southport)
- (2) Portable Air Compressors (1-Midport 1-Southport)
- (2) Pressure Washers (1-Midport 1-Southport)
- ~~(1)~~ (2) Personnel Cages (1-Midport 1-Southport)
- (2) Welding Machines (1-Midport 1-Southport)
- (2) Oxygen Acetylene Torch (1-Midport 1-Southport)
- ~~(2)~~ Drill Press (1-Midport 1-Southport)
- (2) Hydraulic Press (1-Midport 1-Southport)
- ~~(9)~~ (15) Grease Lubrication System (1 per crane)
- ~~(14)~~ (15) Stationary Air Compressors (1 per crane, ~~1-Midport 1-Southport~~)
- ~~(3)~~ (2) Bromma Spreader Mobile Test Unit (1-Midport ~~2~~ 1-Southport)
- (1) Personnel Aerial Platform (185')
- (1) Mobile Crane (Rental)
- ~~(1)~~ Ultra High Pressure Washer

- (2) Wire Rope Reeving Machines (1-Midport 1-Southport)
- (1) ~~Battery Charger~~
- (2) ~~Stationary Bench Grinder (1-Midport 1-Southport)~~
- (2) ~~Stationary Bench Vise (1-Midport 1-Southport)~~
- (2) ~~Oil Transfer Pumps (1-Midport 1-Southport)~~
- (2) ~~Portable Oil Filtration System (1-Midport 1-Southport)~~
- (1) ~~GE Genius Handheld Monitor~~
- (2) Modular Load Test Frames (1-Midport 1-Southport)

...

7.1 PERFORMANCE EXPECTATION

- 7.1.1 GFC's performance will be measured against a crane up-time goal of ~~99.8~~ 99.6%. GFC's performance will also be measured on the basis of completing preventive maintenance and repair tasks within established time limit intervals as established by the O.E.M. or as modified by the Contract Administrator.

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8.0 EQUIPMENT TO BE MAINTAINED

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- 8.2.1 ~~SP 1 thru SP 7 — Samsung (Quantity 7) Manufactured by Samsung Heavy Industries. These cranes were built in three separate sets and were built in:~~

~~Cranes SP1, SP2 and SP3 were turned over in 1992 Crane SP4 was turned over in 1997~~

~~Cranes SP5 and SP6 were turned over in 2000 Crane SP7 was turned over in 2001~~

Seven (7) low profile cranes built by Samsung Heavy Industries. These cranes were built in four separate sets and are of the same basic design, but contain slight variations as the more recent cranes were manufactured. All seven (7) Samsung low profile cranes have been retrofitted with DC2000 drives and 9030 PLCs to provide common drive component. All seven (7) Samsung low profile cranes are currently being upgraded from their current lifting capacity under container spreader of 46.5 long tons to 65 long tons. Hoist, gantry, trolley, and boom functions will be changed from DC to AC.

The four sets of Samsung cranes were built in:

Cranes SP1, SP2, and SP3 were commissioned in 1992.
Crane SP4 was commissioned in 1997.
Cranes SP5 and SP6 were commissioned in 2000.
Crane SP7 was commissioned in 2001.

The Samsung Heavy Industries low profile cranes are: 46.5 LTSWL Rail Mounted Gantry, Low Profile Post Panamax Container Cranes with Rope Towed Single Trolley, through-leg load handling, box section lateral bracing shuttle boom.

Electrification: is through Cable Reel 4160 volts, 3 phase commercial power, General Electric DC2000, General Electric 9030/9070 PLC, Genius Remote I/O Fiber Optic Network, ~~General Electric CMS 2000~~ TMEIC local crane management system (LCMS) in machinery house, operator's cab and maintenance facility (RCMS), Anti-sway system, semi-automation control.

Minimum Capacities and Speed:

Rated capacity (below spreader)	46.5 long ton
Rated capacity (below cargo hook)	57 long ton
Hoist speed at rated capacity	180 F.P.M.
Lower speed at rated capacity	180 F.P.M.
Hoist acceleration at rated capacity	1.5/sec. approx.)
Hoist speed with empty spreader	380 F.P.M.
Trolley travel	600 F.P.M.
Gantry travel	150 F.P.M.
Boom travel	5 min.

Principal Dimensions:

Rail gauge	100'-0"
Frame leg clearance	60'-0"
Overall portal clearance	50'-0"
Total lift, top of rail to underside of	106'-0" spreader
Total lift minimum	155'-0"
Outreach, centerline waterside rail to	145'-0" centerline spreader
Backreach, centerline landside rail to	45'-0" centerline of spreader
Width of crane with bumpers extended	86'-0"
Boom stowed crane height	151'-0" <u>151'3"</u>

8.2.2 ~~SP 8, SP 9, and SP 10 — ZPMC (Quantity 3) Manufactured by Shanghai Zhenhua Heavy Industries Co., Ltd. (ZPMC) in 2020.~~ Six (6) low profile cranes built by Shanghai Zhenhua Heavy Industries Co., Ltd (ZPMC). These cranes were built in two (2) separate sets and are identical.

The two (2) sets of cranes as follows:

Cranes SP8, SP9, and SP10 were commissioned in 2021.

Cranes SP11, SP12, and SP13 were commissioned in 2024.

~~The Shanghai Zhenhua Heavy Industries Co., Ltd. (ZPMC) low profile cranes are: 50 long tons single lift under the spreader, 65 long tons twin lift under spreader, and 100 long tons under heavy lift beam Rail Mounted Gantry, Low Profile Super Post Panamax Container Cranes with Rope Towed Single Trolley, through-leg load handling, box section lateral bracing shuttle boom. Electrification is through Cable Reel 13,200 volts, 3 phase commercial power, TMEIC AC Drives, General Electric RX3i PLC's, General Electric VersaMax Remote I/O, TMEIC LCMS in electrical house, operator's cab, ground station and maintenance facility (RCMS), TMEIC Anti-sway System, TMEIC Advanced Semi-automation System, TMEIC Maxview Smart Landing System.~~

The ZPMC low profile cranes are: 65 LTSWL Rail Mounted Gantry, Low Profile Super Post-Panamax Container Cranes with Rope Towed Single Trolley, through-leg load handling, box section lateral bracing shuttle boom. Electrification is through Cable Reel 13,200 volts, 3 phase commercial power, TMEIC TMdrive-10e2 Drives, General Electric RX3i PLC's, VersaMax Remote I/O Fiber Optic Network, TMEIC LCMS in machinery house, operator's cab and maintenance facility (RCMS), Anti-sway system, semi-automation control.

Minimum Capacities and Speed:

Single Lift Rated capacity (below spreader)	50 long ton
Twin Lift Rated capacity (below spreader)	65 long ton
Rated capacity (below cargo hook)	100 long ton
Hoist speed at rated capacity	295 F.P.M.
Lower speed at rated capacity	295 F.P.M.
Hoist acceleration at rated capacity	2.0 1.5 sec. approx.}
Hoist speed with empty spreader	591 F.P.M.
Trolley travel	804 F.P.M.
Gantry travel	150 F.P.M.
Boom travel	3 min.

Principal Dimensions:

Rail gauge	120'-0"
Frame leg clearance	60'-0"
Overall portal clearance	50'-0"

Total lift, top of rail to underside of spreader	133'-0"
Total lift minimum	193'-0"
Outreach, centerline waterside rail to centerline of spreader	205'-0"
Backreach, centerline landside rail to centerline of spreader	35'-0" 45'0"
Width of crane with bumpers extended	86'-5" 86'6"
Boom stowed crane height	175'0"

8.2.3 Spreaders, Over Heights ~~Attachments~~, and Lift Beams:

- Two (2) each: 1996 Bromma AST-6 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- Two (2) each: 1999 Bromma AST-6 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- One (1) each: 2001 Bromma AST-6 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- Two (2) each: 2003 Bromma AST-6 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- Two (2) each: 2009 Bromma STR 45 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- ~~Two (2)~~ One (1) each: 2010 Bromma STR 45 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- One (1) each: 2010 Bromma EH 170U Twin Twenty Telescopic 20', 40' – 40.4 LT SWL
- One (1) each: 2011 Bromma STR 45 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- ~~Two (2)~~ One (1) each: 2012 Bromma STR 45 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- One (1) each: 2012 Bromma MSX 45 Telescopic 20', 40', 45' – 40.4 LT SWL
- Five (5) each: ~~2020~~ 2021 Bromma Separating STS 45 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- Three (3) each: 2021 Bromma STR 45 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- Five (5) each: 2024 Bromma STS 45 Twin Twenty Telescopic 20', 40', 45' – 50 LT SWL
- Two (2) each: 2014 Bromma ~~Over Height Attachment – 50 LT SWL~~ 5.9 FT OSR 45 Over-height Frame
- One (1) each: 2015 Bromma ~~Over Height Attachment – 50 LT SWL~~ 5.9 FT OSR 45 Over-height Frame
- Three (3) each: ~~2020~~ 2021 Bromma ~~Over Height Attachment – 50 LT SWL~~ 5.9 FT OSR 45 Over-height Frame

- Three (3) each: 2024 Bromma 7.4 FT OSR 45 Over-height Frame
- ~~Six (6)~~ One (1) each: 2000 SAMSUNG Heavy Lift Cargo Beam – 57 LT SWL
- Three (3) each: 2021 ZPMC Heavy Lift Cargo Beam – 100 LT SWL
- Two (2) each: 2024 ZPMC Heavy Lift Cargo Beam – 80 LT SWL

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8. New Sections 10.33 through 10.40 are added to the Agreement as follows (underlining to indicate additions omitted):

10.33 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. GFC represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. GFC represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. GFC represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

10.34 Verification of Employment Eligibility. GFC represents that GFC and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If GFC violates this section, County may immediately terminate this Agreement for cause and GFC shall be liable for all costs incurred by County due to the termination.

10.35 Prohibited Telecommunications Equipment. GFC represents and certifies that GFC and all Subcontractors do not use, and for the term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

10.36 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, GFC represents and certifies that GFC will comply with Section 26-125(d) of the Code for the duration of the term.

10.37 Polystyrene Food Service Articles. GFC shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

10.38 Ownership Disclosure Requirement. By January 1 of each year, GFC must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such

other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.39 Iron and Steel Products. If this Agreement is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

9. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of GFC, GFC hereby attests under penalty of perjury that GFC does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of GFC declares that they have read the foregoing statement and that the facts stated in it are true.

10. Equitable Adjustment and Termination. If GFC’s union negotiations described in this Amendment result in an increase in GFC’s contractually required labor rates that exceed those set forth in Exhibit C(11), GFC shall immediately provide notice to County. GFC’s notice to County may include a request to open negotiations for an equitable adjustment to the compensation payable under this Agreement to cover mandatory increases in wages that GFC is legally required to pay as a result of the aforementioned union negotiations. Any such adjustment will be in the sole discretion of the County and shall not be effective unless contained in a written document executed with the same or similar formality as this Amendment by duly authorized representatives of County and GFC.

If County denies GFC’s request for an equitable adjustment described above, GFC may terminate this Agreement effective upon the later of (a) sixty (60) days from the date GFC requested the equitable adjustment, or (b) thirty (30) days after providing written notice of termination. GFC shall be paid for any Services properly performed through the effective date of the termination. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

11. Exhibits C(11), D(11), and E(11) attached hereto are incorporated into the Agreement as of the effective date of this Amendment.

12. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment.

Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

14. GFC acknowledges that through the date this Amendment is executed by GFC, GFC has no claims or disputes against County with respect to any of the matters covered by the Agreement.

15. The effective date of this Amendment shall be October 1, 2025.

16. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 ____ day of _____, 20__; and _____, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
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 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By _____
Antonio Lozada (Date)
Assistant County Attorney

By _____
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

AL:cr
GFC 11TH AMENDMENT
9/2/2025
#1185701.3

**ELEVENTH AMENDMENT TO 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)**

GFC

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____

EXHIBIT "C(11)"

GFC MANAGEMENT FEE SCHEDULE

I. Management Cost Fee

- 1) The Management Cost Fee is a lump-sum negotiated amount not subject to adjustments except as noted in item (3) below.
- 2) The Management Cost Fee was negotiated to include a 6% increase from year 18 to 19, then a 3% increase for year 20 (the optional extensions).
- 3) The Management Cost Fee in years 18 through 20 is as follows:

• Year 18 (Oct. 1, 2024 - Sept. 30, 2025)	\$ 1,169,985.95
• Year 19 (Oct. 1, 2025 - Sept. 30, 2026)	\$ 1,240,185.11
• Year 20 (Each Extension)	\$ 314,973.04

(based on a 90 day extension)
- 4) The Management Cost Fee for year 19 shall be paid by County to GFC in weekly installments in the amount equal to 1/52 of the total Management Cost Fee for year 19. The Management Cost Fee for each extension term in year 20 shall be paid by County to GFC in weekly installments in the amount equal to 1/13 of the total year 20 Management Cost Fee listed above. GFC shall invoice County weekly.

II. Profit Fee

- 1) The Profit Fee for year 19 is calculated by taking the sum of the total actual labor cost billing for year 18 plus the year 19 Management Cost Fee and multiplying by a factor of 8%. For each extension in year 20, the Profit Fee is calculated by taking the sum of the actual labor cost billing for the previous 90-day period plus the Management Cost Fee for the then-current extension term (based upon a 90-day extension term) and multiplying by a factor of 8%.
- 2) The Profit Fee for year 19 shall be paid by County to GFC in weekly installments in the amount equal to 1/52 of the total Profit Fee for year 19, as set forth above. The Profit Fee for each extension in year 20 shall be paid by County to GFC in weekly installments in the amount equal to 1/13 of the total Profit Fee set forth above for year 20 (based on a 90-day extension) term. GFC shall invoice County weekly.

HOURLY LABOR BILLING RATES AND ANNUAL NOT TO EXCEED AMOUNTS

LABOR CATEGORY	HOURS	18TH YEAR	19TH YEAR	20TH YEAR
Senior Crane Technician	ST	\$ 115.45	\$ 118.91	\$ 122.48
	OT	\$ 150.35	\$ 154.86	\$ 159.50
Asst. Senior Technician	ST	\$ 107.13	\$ 110.34	\$ 113.65
	OT	\$ 138.47	\$ 142.63	\$ 146.90
Lead Crane Technician	ST	\$ 98.84	\$ 101.81	\$ 104.86
	OT	\$ 126.65	\$ 130.45	\$ 134.36
Crane Technician	ST	\$ 95.16	\$ 98.01	\$ 100.96
	OT	\$ 121.34	\$ 124.98	\$ 128.73
Painters	ST	\$ 67.11	\$ 69.12	\$ 71.20
	OT	\$ 81.27	\$ 83.71	\$ 86.22
Welders	ST	\$ 68.65	\$ 70.71	\$ 72.83
	OT	\$ 83.43	\$ 85.94	\$ 88.52
Lead Crane Electrician	ST	\$ 78.56	\$ 80.92	\$ 83.34
	OT	\$ 93.25	\$ 96.05	\$ 98.93
Electrician	ST	\$ 72.72	\$ 74.90	\$ 77.15
	OT	\$ 84.70	\$ 87.24	\$ 89.86
Electrician Trainee	ST	\$ 66.94	\$ 68.95	\$ 71.02
	OT	\$ 76.23	\$ 78.52	\$ 80.87
Senior Port Engineer	ST	\$ 103.70	\$ 106.81	\$ 110.02
	OT	\$ 126.97	\$ 130.78	\$ 134.70
Port Engineer	ST	\$ 95.22	\$ 98.08	\$ 101.02
	OT	\$ 115.31	\$ 118.77	\$ 122.33

Notes:

- (1) Labor Billing Rates are established for each labor category for each years 18-20 and are not subject to adjustment.
- (2) 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.
- (3) All non-working labor charges shall be paid by COUNTY to GFC at the ST billings rates.
- (4) Vacation buy back will be paid at the employee's hourly pay rate up to \$1,500 per request. Under no circumstances shall it exceed 30 requests per contract year.
- (5) Maximum annual labor payment not to exceed:
 - 18th Year - \$7,874,583
 - 19th Year - \$8,110,821
 - 20th Year (Each Extension) - \$2,060,132

SUBCONTRACTORS AND SUBCONTRACTORS' BILLING RATES AND ANNUAL NOT TO EXCEED AMOUNTS

DISCIPLINE	SUBCONTRACTOR	CATEGORY	HOURS	18TH YEAR	19TH YEAR	20TH YEAR
ENGINEERING-PRIMARY	LIFTECH CONSULTANTS	ENGINEER	S/T	\$ 267.00	\$ 275.01	\$ 283.26
ENGINEERING-SECONDARY	Laurence and Associates LLC, Engineering	ENGINEER	S/T	\$ 267.00	\$ 275.01	\$ 283.26
ENGINEERING SERVICES	SLM ENGINEERS	STRUCTURAL ENGINEERING	S/T	\$ 170.00	\$ 175.10	\$ 180.35
ENGINEERING SERVICES	SLM ENGINEERS	STRUCTURAL ENGINEERING	O/T	\$ 197.00	\$ 202.91	\$ 209.00
ENGINEERING SERVICES	KONE CRANES INC	SERVICE SPECIALIST	S/T	\$ 248.00	\$ 255.44	\$ 263.10
ENGINEERING SERVICES	KONE CRANES INC	SERVICE SPECIALIST	O/T	\$ 372.00	\$ 383.16	\$ 394.65
ENGINEERING SERVICES	KONE CRANES INC	ENGINEER/PROJECT MANAGER	S/T	\$ 185.00	\$ 190.55	\$ 196.27
ENGINEERING SERVICES	KONE CRANES INC	ENGINEER/PROJECT MANAGER	O/T	\$ 279.00	\$ 287.37	\$ 295.99
ELECTRONIC CARD REPAIR	GEXPRO	BILLING RATES ATTACHED SEE ATTACHMENT 1				
FLAME STRAIGHTENING	DAN L. DALTON	PRINCIPAL	S/T	\$ 246.00	\$ 253.38	\$ 260.98
FLAME STRAIGHTENING	DAN L. DALTON	TECHNICIAN	S/T	\$ 151.00	\$ 155.53	\$ 160.20
STRUCTURAL INSPECTION	NDE SERVICES	INSPECTOR UT	S/T	\$ 173.00	\$ 178.19	\$ 183.54
STRUCTURAL INSPECTION	NDE SERVICES	INSPECTOR MT	S/T	\$ 70.00	\$ 72.10	\$ 74.26
STRUCTURAL INSPECTION	SLM ENGINEERS	WELDING AND STRUCTURAL INSPECTIONS	S/T	\$ 151.00	\$ 155.53	\$ 160.20
STRUCTURAL INSPECTION	SLM ENGINEERS	WELDING AND STRUCTURAL INSPECTIONS	O/T	\$ 170.00	\$ 175.10	\$ 180.35
PAINTING/WATER BLASTING	CHAMPION PAINTING SPECIALTY SVCS	PAINTER	S/T	\$ 99.00	\$ 101.97	\$ 105.03
PAINTING/WATER BLASTING	GROOME INDUSTRIAL SERVICE GROUP	PAINTER	S/T	\$ 99.00	\$ 101.97	\$ 105.03
ELECTRICAL ENGINEERING	TMEIC	TECHNICIAN	S/T	\$ 361.00	\$ 371.83	\$ 382.98
ELECTRICAL ENGINEERING	TMEIC	TECHNICIAN	O/T	\$ 540.00	\$ 556.20	\$ 572.89
MACHINING AND FABRICATING	KCM MACHINE SHOP	MACHINIST/WELDER/TECHNICIAN	S/T	\$ 126.00	\$ 129.78	\$ 133.67
MACHINING AND FABRICATING	KCM MACHINE SHOP	SUPERVISOR	S/T	\$ 135.00	\$ 139.05	\$ 143.22
MACHINING AND FABRICATING	JLF PORT AND INDUSTRIAL SERVICES	MACHINIST/WELDER/TECHNICIAN	S/T	\$ 126.00	\$ 129.78	\$ 133.67
MACHINING AND FABRICATING	JLF PORT AND INDUSTRIAL SERVICES	SUPERVISOR	S/T	\$ 135.00	\$ 139.05	\$ 143.22
MACHINING AND FABRICATING	SLM ENGINEERS	WELDING/FABRICATION SERVICES	S/T	\$ 97.00	\$ 99.91	\$ 102.91
MACHINING AND FABRICATING	SLM ENGINEERS	WELDING/FABRICATION SERVICES	O/T	\$ 117.00	\$ 120.51	\$ 124.13
ELECTRIC MOTOR	Integrated Power Services	SHOP	S/T	\$ 97.00	\$ 99.91	\$ 102.91
ELECTRIC MOTOR	Integrated Power Services	SHOP	O/T	\$ 119.00	\$ 122.57	\$ 126.25
ELECTRIC MOTOR	Integrated Power Services	FIELD	S/T	\$ 130.00	\$ 133.90	\$ 137.92
ELECTRIC MOTOR	Integrated Power Services	FIELD	O/T	\$ 138.00	\$ 142.14	\$ 146.40

SUBCONTRACTORS AND SUBCONTRACTORS' BILLING RATES AND ANNUAL NOT TO EXCEED AMOUNTS

ELECTRIC MOTOR	TAC ARMATURE & PUMPS CORP	SHOP	S/T	\$ 97.00	\$ 99.91	\$ 102.91
ELECTRIC MOTOR	TAC ARMATURE & PUMPS CORP	SHOP	O/T	\$ 119.00	\$ 122.57	\$ 126.25
ELECTRIC MOTOR	TAC ARMATURE & PUMPS CORP	FIELD	S/T	\$ 130.00	\$ 133.90	\$ 137.92
ELECTRIC MOTOR	TAC ARMATURE & PUMPS CORP	FIELD	O/T	\$ 138.00	\$ 142.14	\$ 146.40
ELECTRIC MOTOR	Electromech	SHOP	S/T	\$ 97.00	\$ 99.91	\$ 102.91
ELECTRIC MOTOR	Electromech	SHOP	O/T	\$ 119.00	\$ 122.57	\$ 126.25
ELECTRIC MOTOR	Electromech	FIELD	S/T	\$ 130.00	\$ 133.90	\$ 137.92
ELECTRIC MOTOR	Electromech	FIELD	O/T	\$ 138.00	\$ 142.14	\$ 146.40
<u>DISCIPLINE</u>	<u>SUBCONTRACTOR</u>	<u>CATEGORY</u>	<u>HOURS</u>	<u>18TH YEAR</u>	<u>19TH YEAR</u>	<u>20TH YEAR</u>
ELECTRIC MOTOR	MITRIS	BALANCE TECH/GENERATOR SPECIALIST	S/T	\$ 146.00	\$ 150.38	\$ 154.89
ELECTRIC MOTOR	MITRIS	BALANCE TECH/GENERATOR SPECIALIST	O/T	\$ 219.00	\$ 225.57	\$ 232.34
ELECTRIC MOTOR	MITRIS	THERMOGRAPHY/VIBRATION ANALYST	S/T	\$ 123.00	\$ 126.69	\$ 130.49
ELECTRIC MOTOR	MITRIS	THERMOGRAPHY/VIBRATION ANALYST	O/T	\$ 185.00	\$ 190.55	\$ 196.27
ELECTRIC MOTOR	MITRIS	GENERATOR TECHNICIAN	S/T	\$ 107.00	\$ 110.21	\$ 113.52
ELECTRIC MOTOR	MITRIS	GENERATOR TECHNICIAN	O/T	\$ 161.00	\$ 165.83	\$ 170.80
ELECTRIC HIGH-VOLTAGE	BROWN & BROWN ELECTRIC, INC.	LICENSED ELECTRICIANS	S/T	\$ 147.00	\$ 151.41	\$ 155.95
ELECTRIC HIGH-VOLTAGE	BROWN & BROWN ELECTRIC, INC.	LICENSED ELECTRICIANS	O/T	\$ 190.00	\$ 195.70	\$ 201.57
ELECTRIC HIGH-VOLTAGE	BROWN & BROWN ELECTRIC, INC.	ELECTRICIANS	S/T	\$ 142.00	\$ 146.26	\$ 150.65
ELECTRIC HIGH-VOLTAGE	BROWN & BROWN ELECTRIC, INC.	ELECTRICIANS	O/T	\$ 157.00	\$ 161.71	\$ 166.56
MECHANICAL & ELECTRICAL SVC	MITRIS	MECHANICAL/ELECTRICAL SUPERVISOR	S/T	\$ 130.00	\$ 133.90	\$ 137.92
MECHANICAL & ELECTRICAL SVC	MITRIS	MECHANICAL/ELECTRICAL SUPERVISOR	O/T	\$ 194.00	\$ 199.82	\$ 205.81
MECHANICAL & ELECTRICAL SVC	MITRIS	MECHANICAL TECHNIAN	S/T	\$ 107.00	\$ 110.21	\$ 113.52
MECHANICAL & ELECTRICAL SVC	MITRIS	MECHANICAL TECHNIAN	O/T	\$ 161.00	\$ 165.83	\$ 170.80
MECHANICAL & ELECTRICAL SVC	MITRIS	MACHINIST/WELDER	S/T	\$ 102.00	\$ 105.06	\$ 108.21
MECHANICAL & ELECTRICAL SVC	MITRIS	MACHINIST/WELDER	O/T	\$ 151.00	\$ 155.53	\$ 160.20
RIGGING	GLOBAL RIGGING & TRANSPORT, LLC	PRINCIPAL	S/T	\$ 235.00	\$ 242.05	\$ 249.31
RIGGING	GLOBAL RIGGING & TRANSPORT, LLC	SUPERVISOR	S/T	\$ 144.00	\$ 148.32	\$ 152.77
RIGGING	GLOBAL RIGGING & TRANSPORT, LLC	SUPERVISOR	O/T	\$ 195.00	\$ 200.85	\$ 206.88
RIGGING	GLOBAL RIGGING & TRANSPORT, LLC	TECHNICIAN	S/T	\$ 125.00	\$ 128.75	\$ 132.61
RIGGING	GLOBAL RIGGING & TRANSPORT, LLC	TECHNICIAN	O/T	\$ 180.00	\$ 185.40	\$ 190.96
CRANE RENTAL	SIMS CRANE & EQUIPMENT	40 TON HYDRAULIC TRUCK CRANE	S/T	\$ 180.00	\$ 185.40	\$ 190.96
CRANE RENTAL	SIMS CRANE & EQUIPMENT	40 TON HYDRAULIC TRUCK CRANE	O/T	\$ 248.00	\$ 255.44	\$ 263.10
CRANE RENTAL	SIMS CRANE & EQUIPMENT	70 TON HYDRAULIC TRUCK CRANE	S/T	\$ 282.00	\$ 290.46	\$ 299.17
CRANE RENTAL	SIMS CRANE & EQUIPMENT	70 TON HYDRAULIC TRUCK CRANE	O/T	\$ 349.00	\$ 359.47	\$ 370.25
CRANE RENTAL	SIMS CRANE & EQUIPMENT	100 TON HYDRAULIC TRUCK CRANE	S/T	\$ 450.00	\$ 463.50	\$ 477.41

SUBCONTRACTORS AND SUBCONTRACTORS' BILLING RATES AND ANNUAL NOT TO EXCEED AMOUNTS

CRANE RENTAL	SIMS CRANE & EQUIPMENT	100 TON HYDRAULIC TRUCK CRANE	O/T	\$ 517.00	\$ 532.51	\$ 548.49
CRANE RENTAL	SIMS CRANE & EQUIPMENT	165 TON LATTICE BOOM TRUCK CRANE	S/T	\$ 743.00	\$ 765.29	\$ 788.25
CRANE RENTAL	SIMS CRANE & EQUIPMENT	165 TON LATTICE BOOM TRUCK CRANE	O/T	\$ 810.00	\$ 834.30	\$ 859.33
DIESEL ENGINE SERVICE	ALL PRO ROAD SERVICE INC.	TECHNICIAN	S/T	\$ 141.00	\$ 145.23	\$ 149.59
DIESEL ENGINE SERVICE	ALL PRO ROAD SERVICE INC.	TECHNICIAN	O/T	\$ 185.00	\$ 190.55	\$ 196.27
AIR CONDITIONING	FLASH FREEZE AIR CONDITIONING INC	TECHNICIAN	S/T	\$ 113.00	\$ 116.39	\$ 119.88
FABRICATION	METASOL CORP	MACHINIST/WELDER/TECHNICIAN	S/T	\$ 117.00	\$ 120.51	\$ 124.13
FABRICATION	METASOL CORP	MACHINIST/WELDER/TECHNICIAN	O/T	\$ 133.00	\$ 136.99	\$ 141.10
FIBER OPTIC SERVICES	UNITED FIBER OPTICS	TECHNICIAN	S/T	\$ 219.00	\$ 225.57	\$ 232.34
FIBER OPTIC SERVICES	UNITED FIBER OPTICS	TECHNICIAN	O/T	\$ 330.00	\$ 339.90	\$ 350.10
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	LABOR (SHOP RATES)	S/T	\$ 107.00	\$ 110.21	\$ 113.52
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	LABOR (MACHINE SHOP)	S/T	\$ 112.00	\$ 115.36	\$ 118.82

DISCIPLINE	SUBCONTRACTOR	CATEGORY	HOURS	18TH YEAR	19TH YEAR	20TH YEAR
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	LABOR (FIELD) SERVICE TECH	S/T	\$ 146.00	\$ 150.38	\$ 154.89
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	1/4" - 3/8"	\$ 11.99	\$ 12.35	\$ 12.72
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	1/2"	\$ 15.36	\$ 15.82	\$ 16.30
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	5/8"	\$ 18.91	\$ 19.48	\$ 20.06
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	3/4"	\$ 22.29	\$ 22.95	\$ 23.64
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	1"	\$ 27.52	\$ 28.34	\$ 29.19
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	1-1/4"	\$ 30.90	\$ 31.82	\$ 32.78
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	1-1/2"	\$ 36.13	\$ 37.21	\$ 38.33
HYDRAULIC REPAIRS	HYDRAULIC SUPPLY COMPANY	HOSE ASSEMBLY LABOR (Per hose)	2"	\$ 44.57	\$ 45.91	\$ 47.28
ON SITE HYDRAULIC SERVICES	INDUSTRIAL HOSE & HYDRAULICS INC.	LABOR (Remove, Fabricate new hose, install/test)	S/T	\$ 170.00	\$ 175.10	\$ 180.35
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENERATOR 150kVA	WEEK	\$ 1,576.00	\$ 1,623.28	\$ 1,671.98
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENERATOR 150kVA	MONTH	\$ 3,996.00	\$ 4,115.88	\$ 4,239.36
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENERATOR 2500kVA	WEEK	\$ 23,017.00	\$23,707.51	\$ 24,418.74
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENERATOR 2500kVA	MONTH	\$ 75,409.00	\$77,671.27	\$ 80,001.41
EQUIPMENT RENTAL	KILOWATT BOY INC.	TRANSFORMER 2500kVA 460/550 60Hz	WEEK	\$ 5,571.00	\$ 5,738.13	\$ 5,910.27
EQUIPMENT RENTAL	KILOWATT BOY INC.	TRANSFORMER 2500kVA 460/550 60Hz	MONTH	\$ 10,073.00	\$10,375.19	\$ 10,686.45
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENIE 5K 19FT 5000MAX ALL SAFETY GEAR	WEEK	\$ 1,210.00	\$ 1,246.30	\$ 1,283.69
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENIE 5K 19FT 5000MAX ALL SAFETY GEAR	MONTH	\$ 2,133.00	\$ 2,196.99	\$ 2,262.90
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENIE 6K 36FT 6000MAX ALL SAFETY GEAR	WEEK	\$ 1,351.00	\$ 1,391.53	\$ 1,433.28
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENIE 6K 36FT 6000MAX ALL SAFETY GEAR	MONTH	\$ 2,853.00	\$ 2,938.59	\$ 3,026.75
EQUIPMENT RENTAL	KILOWATT BOY INC.	GENIE 12K 56FT 12000MAX ALL SAFETY GEAR	WEEK	\$ 2,814.00	\$ 2,898.42	\$ 2,985.37

SUBCONTRACTORS AND SUBCONTRACTORS' BILLING RATES AND ANNUAL NOT TO EXCEED AMOUNTS

EQUIPMENT RENTAL	KILOWATT BOY INC.	GENIE 12K 56FT 12000MAX ALL SAFETY GEAR	MONTH	\$ 4,952.00	\$ 5,100.56	\$ 5,253.58
EQUIPMENT RENTAL	KILOWATT BOY INC.	BOOM LIFT DIESEL 120FT	WEEK	\$ 4,727.00	\$ 4,868.81	\$ 5,014.87
EQUIPMENT RENTAL	KILOWATT BOY INC.	BOOM LIFT DIESEL 120FT	MONTH	\$ 9,561.00	\$ 9,847.83	\$ 10,143.26
EQUIPMENT RENTAL	KILOWATT BOY INC.	BOOM LIFT DIESEL 135FT	WEEK	\$ 5,178.00	\$ 5,333.34	\$ 5,493.34
EQUIPMENT RENTAL	KILOWATT BOY INC.	BOOM LIFT DIESEL 135FT	MONTH	\$ 9,792.00	\$10,085.76	\$ 10,388.33
EQUIPMENT RENTAL	KILOWATT BOY INC.	BOOM LIFT DIESEL 180FT	WEEK	\$ 14,069.00	\$14,491.07	\$ 14,925.80
EQUIPMENT RENTAL	KILOWATT BOY INC.	BOOM LIFT DIESEL 180FT	MONTH	\$ 32,640.00	\$33,619.20	\$ 34,627.78
EQUIPMENT RENTAL	KILOWATT BOY INC.	POWER CABLE 4/0 TYPE W 50FT	WEEK	\$ 39.00	\$ 40.17	\$ 41.38
EQUIPMENT RENTAL	KILOWATT BOY INC.	POWER CABLE 4/0 TYPE W 50FT	MONTH	\$ 67.00	\$ 69.01	\$ 71.08

(1) Subcontractors services billing rates are the rates that will be paid by the County to GFC. Other than as provided in item (3) below, there is no Mark-up of the rates by GFC.

(2) Travel time is not billable or reimbursable; County will not pay for any travel time.

(3) As compensation for administering and overseeing the work of Subcontractors services, GFC will be paid an administrative fee equal to 2.5% of the approved billings of Subcontractor services. The administrative fee will be added to each Subcontractor services invoice and paid to GFC at the time GFC is reimbursed for the work of the Subcontractor services.

(4) Maximum annual payment for work performed by Subcontractors services inclusive of the GFC administrative fee (see item (3) above) are not to exceed:

- 18th Year - \$1,260,780
- 19th Year - \$1,298,603
- 20th Year (Each Extension) - \$329,842

(5) GFC agreed to implement written agreements with each Subcontractor based on a form acceptable to the County.

(6) Any adding/removing/changes to Subcontractors require prior written approval by the Contract Administrator.

(7) Hours are defined as:

- S/T - Straight Time is Monday thru Friday 8:00 AM to 5:00 PM
- O/T - Over Time is Monday thru Friday 5:01 PM to 7:59 AM, Weekends, and Holidays.

ATTACHMENT 1 TO EXHIBIT "E(11)"
SUBCONTRACTOR GEXPRO BILLING RATES

Exhibit 1
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<u>Line</u>	<u>Part Number Entered</u>	<u>Description</u>	<u>18TH YEAR</u>	<u>19TH YEAR</u>	<u>20TH YEAR</u>
1	531X124MSDAJG1	MFC SUPP BOARD	\$1,765.54	\$1,818.51	\$1,873.06
2	531X135PRGAXM2	DC300 PUP23 PGRMMR	\$782.27	\$805.74	\$829.91
3	DS200SIOCG1A	MODULE REP	\$5,782.01	\$5,955.47	\$6,134.13
4	DS200SSBAG1B	DC300/2000 SNUBBER C	\$3,527.55	\$3,633.37	\$3,742.37
5	531X160HFCACG1	HOME/FLAG CARD	\$1,302.26	\$1,341.33	\$1,381.57
6	531X167MFRALG1	REMOTE MFC CARD	\$1,950.02	\$2,008.52	\$2,068.78
7	531X207LCSAGG1	LAN CUR SOURCE	\$2,148.55	\$2,213.01	\$2,279.40
8	531X305NTBAPG1AP	DRIVE TERMINAL CARD	\$4,329.34	\$4,459.22	\$4,592.99
9	531X307LTBAKG1	1/0 TB CARD	\$6,556.07	\$6,752.75	\$6,955.33
10	531X309SPCPAJG1	SIGNAL PROCESS CARD	\$4,324.36	\$4,454.09	\$4,587.72
11	531X310SNDADG1	DC2000 SNUBBER CD	\$3,433.22	\$3,536.21	\$3,642.30
12	DS200ACNAG1	ARCNET CONNECTION CA	\$2,592.80	\$2,670.58	\$2,750.70
13	DS200CPCAG1A	CONTACTOR PILOT CD R	\$2,262.39	\$2,330.26	\$2,400.16
14	DS200CSSAG1A	CELL ASSEMBLY REP	\$6,306.66	\$6,495.86	\$6,690.74
15	DS200DCFBG1BLC	Power Feedback Card	\$6,176.31	\$6,361.60	\$6,552.45
16	DS200FSAAG2A	MODULE REP	\$3,678.21	\$3,788.55	\$3,902.21
17	DS200LDCCH1A	CARD-DRIVE LAN/CTRL,	\$7,549.25	\$7,775.73	\$8,009.00
18	DS200LPPAG1A	LINE PROTECTION CARD	\$2,867.56	\$2,953.59	\$3,042.19
19	DS200PCCAG1A	POWER CONNECT CARD	\$4,092.44	\$4,215.21	\$4,341.67
20	DS200PCCAG5A	POWER CONNECT CARD	\$4,292.38	\$4,421.15	\$4,553.78
21	DS200RTBAG3A	RELAY TERMINAL BOARD	\$4,155.73	\$4,280.40	\$4,408.81
22	DS200SBCBG1A	MODULE REP	\$3,962.98	\$4,081.87	\$4,204.33
23	DS200SHVMG1A	SCR HIGH VOLT CARD R	\$3,817.44	\$3,931.97	\$4,049.93
24	36C774353ARG03	CELL STACK	\$7,440.25	\$7,663.46	\$7,893.37
25	531X155TXMACG1	TACH ISO XMT BD	\$844.15	\$869.48	\$895.56
26	531X308PCSADG1	DC2000 POWER CONN CD	\$3,632.52	\$3,741.50	\$3,853.74
27	DS200CSSAG1B	CELL STATE SENSOR ASSEMB	\$7,102.44	\$7,315.52	\$7,534.98
28	DS2020FEANRPOS0A	FLD EXC. 50A (NR-PLU	\$8,277.52	\$8,525.85	\$8,781.62
29	DS2020FECNRX005A	FLD EXC. 5A (NR-NP)	\$5,314.35	\$5,473.78	\$5,637.99
30	DS2020FECNRX010A	FLD EXC. 10A (NR-NP)	\$5,314.35	\$5,473.78	\$5,637.99
31	DS2020FECNRX015A	FLD EXC. 15A (NR-NP)	\$5,314.35	\$5,473.78	\$5,637.99
32	DS2020LPPA340A	LINE PROTECTION (40M	\$4,977.71	\$5,127.04	\$5,280.85

33	531X310SND AEG1	DC2000 SNUBBER CARD	\$3,154.94	\$3,249.58	\$3,347.07
34	173C8989ADG01	ASM,MFC REMOTE W/GAS	\$6,377.73	\$6,569.06	\$6,766.13
35	DS200ADGIH1AAA	AUX DC2K GEN INTR/CO	\$1,619.22	\$1,667.80	\$1,717.84
36	173C8413BCG01	STACK77M MM2100V4Q	\$10,116.98	\$10,420.49	\$10,733.11
37	531X310SND AAG1	CPACA REMOTE ASSY	\$3,154.38	\$3,249.02	\$3,346.49

Exhibit 1
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