

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND
ATKINS NORTH AMERICA, INC., FOR CAPITAL PROJECT MANAGER SERVICES
(RFP # R1351804P1)

This Fourth Amendment to the Agreement ("Fourth Amendment") between Broward County and Atkins North America, Inc., for Capital Project Manager Services is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Atkins North America, Inc., a Florida corporation ("Consultant") (collectively, the "Parties").

RECITALS

A. The Parties entered into that certain agreement between Broward County and Atkins North America, Inc., for Capital Project Manager Services, dated June 7, 2016 (the "Original Agreement"), to provide capital project manager services for the Port Everglades Marine Infrastructure Program (MIP).

B. The Parties entered into a First Amendment to the Original Agreement, dated June 6, 2017 (the "First Amendment"); a Second Amendment to the Original Agreement, dated September 13, 2018 (the "Second Amendment"); and a Third Amendment to the Original Agreement dated November 7, 2019 (the "Third Amendment"). The Original Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, is hereinafter referred to as the "Agreement."

C. The Parties desire to further amend the Agreement to revise the scope of services to identify additional MIP projects and provide for additional compensation.

D. The additional compensation consists of a maximum not-to-exceed amount of Two Million Five Hundred Thirty Thousand Three Hundred Dollars (\$2,530,300) and additional potential reimbursable costs in the amount of One Hundred Eighty-eight Thousand Six Hundred Sixty Dollars (\$188,660), resulting in a total increase of Two Million Seven Hundred Eighteen Thousand Nine Hundred Sixty Dollars (\$2,718,960).

E. County has determined that the additional scope of services and related compensation for capital project manager services are in the County's best interest.

F. The Parties met and negotiated the additional scope and related compensation, all in accordance with the Broward County Procurement Code, and this Fourth Amendment incorporates the results of such negotiation.

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 as if set forth in full hereunder.

2. Amendments made to the Agreement by this Fourth Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.
3. All references to "Exhibits A, A-1, A-2, and A-3" in Sections 3.1, 4.1, 4.2, 7.3, and 10.28 of the Agreement are hereby revised to reference "Exhibits A, A-1, A-2, A-3, and A-4."
4. Subsections 5.1.1 and 5.1.4 of the Agreement are hereby amended to read as follows (original underlining omitted):
 - 5.1.1 Maximum Amount Not-To-Exceed Compensation. Compensation to Consultant for the performance of Basic Services identified in Exhibits A, A-1, A-2, ~~and A-3, and A-4~~ as payable on a "Maximum Amount Not-To-Exceed" basis, and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 up to a Maximum Amount Not-To-Exceed of ~~Eleven Million Two Hundred Twenty-four Thousand Five Hundred Twenty-five~~ Thirteen Million Seven Hundred Fifty-four Thousand Eight Hundred Twenty-five Dollars ~~(\$11,224,525.00)~~ (\$13,754,825.00). Consultant shall perform all services designated as Maximum Amount Not-To-Exceed set forth herein for total compensation in the amount of or less than that stated above.
 - 5.1.4 Reimbursable Expenses. County has established a maximum amount not-to-exceed of ~~Eight Hundred Nine Thousand Two Hundred Forty Nine Hundred Ninety-seven Thousand Nine Hundred~~ Nine Hundred Ninety-seven Thousand Nine Hundred Dollars ~~(\$809,240.00)~~ (\$997,900.00) for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.
5. Exhibits A, A-1, A-2, and A-3 of the Agreement are hereby supplemented by Exhibit A-4, attached hereto and incorporated into and made part of the Agreement.
6. Exhibit B-1 of the Agreement is hereby deleted and replaced by a new Exhibit B-1, attached hereto and incorporated into and made part of the Agreement.
7. Preparation of this Fourth Amendment has been a joint effort of County and Consultant, 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.
8. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.
9. This Fourth Amendment is effective upon complete execution by the Parties.

10. This Fourth Amendment may be fully executed in multiple originals, and may be executed in counterparts, each of which will 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 have made and executed this Fourth 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 Atkins North America, Inc., signing by and through its Secretary Mary Fortis & Mayor, 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 10/26/2020
Al A DiCalvo (Date)
Assistant County Attorney

By Russell J. Morrison 10/26/2020
for Russell J. Morrison (Date)
Senior Assistant County Attorney

AAD:dh/cr
Atkins(CapitalProjMgmt)-4th Amend_v4Final-2020-1021
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FOURTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND ATKINS NORTH AMERICA, INC., FOR CAPITAL PROJECT MANAGER SERVICES (RFP # R1351804P1)

Consultant

ATTEST:

ATKINS NORTH AMERICA, INC.

Corporate Secretary

By John J. Carley III
President or Vice-President

(Print/Type Name)

John J. Carley III SECTOR MANAGER
PORTS & MARITIME
(Print/Type Name and Title)

(Corporate Seal)

22ND day of OCTOBER, 2020.

OR

WITNESSES:

Kevin Calhoun
Signature

KEVIN CALHOUN
Print/Type Name

Pedro E. Beltran
Signature

PEDRO E. BELTRAN
Print/Type Name

EXHIBIT A-4

SCOPE OF WORK

The following projects description replaces the projects description in Exhibits A, A-1, A-2, and A-3 of the Agreement.

1 PROJECTS DESCRIPTION

The Construction Project Manager (CPM) will assist in the management of the projects for the Marine Infrastructure Program (MIP), which currently consist of the following projects:

- a. Slip No. 1 Expansion: Project includes the expansion of Slip 1 by removing all material and facilities necessary to facilitate the expansion by moving the south bulkhead wall 175 feet south of its current location, constructing a new bulkhead to accommodate a 50 feet design depth, replacing the west, north, and east bulkhead walls surrounding and adjacent to Slip 1 including cathodic protection. This project requires coordination with Florida Department of Environmental Protection (FDEP), South Florida Petroleum Services (SFPS), Port Everglades Environmental Corporation (PEECO) and numerous Broward County agencies as well as coordination with the petroleum industry.
- b. Southport Turning Notch Expansion: Project includes the westward expansion of the existing turning notch allowing for the creation of up to six (6) new berths for containerized cargo. Construction will include: sheet pile bulkhead walls, utility and storm systems, upland pavement and lighting, removal of existing landfill and mangrove areas, and dredging of the notch extension to design depth. The project will be constructed under a Managing General Contractor delivery method.
- c. Southport Gantry Cranes – Landside Improvements: Project includes upgrades to the existing gantry crane system capacity in Southport to provide for 5th generation panamax vessels to operate at Berths 30, 31, and 32. The project also includes a new electrical switch gear building and electrical duct banks to a new Florida Power & Light (FPL) substation. The project is being constructed under a Managing General Contractor delivery method.
- d. Slip 2 Expansion: Project will lengthen the existing slip by approximately 225 feet to the west, while retaining its existing width. The work includes construction of sheet pile/pipe pile combination bulkhead walls; installation of soil anchors; removal of portions of the existing sheet pile bulkhead wall; excavation and removal of approximately 110,000 cubic yards of fill to a depth of -44' mean low water (MLW), and installation of mooring fenders and bollards. There are approximately 2,222 tons of environmentally sensitive soil to be properly disposed of at a licensed waste facility. Suitable materials excavated from the site will be moved to the old Molasses Tank Farm, just west of Eisenhower Boulevard inside Port Everglades. The construction phase of this project is anticipated to take eight (8) months. The design consultant will provide full time field representation during the duration of the construction portion of the project.
- e. Northport - Slip 1 Berths 7/8 Improvements: This project will include a new bulkhead system to supplement the aging bulkheads along the north side of Slip 1, known as Berths 7 and 8. The length of the new bulkhead work will be approximately 1,500 feet. The new bulkhead system, which will be constructed waterward of the existing seawalls, will be

designed to accommodate a future water depth of 50 feet. In addition to the new bulkheads, the project will include a cathodic protection system, new mooring bollards, new high energy absorption dock fenders, dockside utility upgrades as well as ancillary site improvements, including site grading, drainage, and paving. The project will require coordination with South Florida Petroleum Services (SFPS), Port Everglades Environmental Corporation (PEECO) as well as coordination with the petroleum industry and the U.S. Army Corps of Engineers.

- f. Midport - Cruise Terminal 25 Renovations: This project will include a new two-story addition that will be added to the north end of the existing building to facilitate the necessary programmatic growth as well as to re-orient the building's main approach façade to the north to relate to an expanded ground transportation area (GTA). These actions will split the building into four core areas: a main entry lobby, second floor embarkation area, elevated concourse and gangways, and ground floor debarkation area.

The project will also include the demolition of Terminals 22 and 24, as well as the existing FPL vault building to create adequate space to house the necessary GTA in support of the expanded Cruise Terminal 25. In addition, the ground floor of the Midport parking garage will be modified to include new paving and sidewalks. The project will also require the installation of two air handling units at Cruise Terminal 21 to replace the chilled water system at the existing utility vault building. Additionally, a new electrical room will be required at Cruise Terminal 22 to relocate the main electrical feeder from the vault. Recently installed air handling units at Terminals 22 and 24 will be recovered for reinstallation at the expanded Terminal 25.

- g. Northport - Cruise Terminal 2/4 Parking Deck: The project is being designed and constructed to provide supplemental cruise passenger parking spaces. The initial garage structure will be constructed on the existing Ground Transportation Area (GTA) west of Cruise Terminal 4. The project is being constructed under a Managing General Contractor delivery method.
- h. Southport - Container Yard IX-B: This project consists of the construction of a new 18.8-acre container storage yard located east of the Intermodal Container Transfer Facility Rail Yard in Southport. The \$12.2M project will entail extensive site clearing, including excess spoil material segregation, classification and disposal, site excavation work, backfilling, compaction and grading, existing drainage system restoration, and a new supplemental drainage system, including new and reconditioned detention ponds. Additionally, the project includes a new sanitary sewer force main system, security fencing, high mast site lighting, and landscaping. The project will also include container yard type paving, pavement markings and stripping, refrigeration plugs, a new truck and trailer entrance driveway and exit way, multiple truck scales, and a security booth for use by future tenants.
- i. Southport - Container Yard IX-A: The purpose of this project will be to construct a new five (5) plus acre container storage yard on the property where the Free Trade Zone currently operates to meet the demand of additional container yards. The project will include the demolition of large storage warehouse buildings to make way for the construction of a new yard. The project will also entail site work, including excavations, backfilling, compaction and grading, a new drainage system, a new sanitary sewer force main system, security fencing, and high mast site lighting and landscaping. The project will also include container

yard type paving, pavement markings and stripping, a new entrance driveway and exit way, and other improvements for use by future tenants.

- j. Southport Berths 31 and 32 Toe-Walls: The focus of this project will be to strengthen the existing bulkheads at Berths 31 and 32 to accommodate the future deepening of the Intracoastal Waterway to 50 feet in depth. The project will include the design, permitting, and construction of approximately 2,000 linear feet of steel sheet pile toe-walls to be undertaken in planned construction phases to minimize impacts to container vessel loading and offloading operations via gantry cranes. This project will require coordination with the Port Everglades Operations Division and Southport marine terminal operators/tenants, the U.S. Army Corps of Engineers and numerous other project stakeholders.
- k. Portwide Navigational Improvements: This project will be administrated by the U.S. Army Corps of Engineers and will involve the widening and deepening of the Port's navigational waterways to accommodate the next generation of cargo, container, petroleum, and cruise vessels destined to call at the Port. The scope of the project includes the Northport Entrance Channel, Northport Turning Basin, and the Intracoastal Waterway to Southport. In collaboration with the federal, state and county regulatory agencies and environmental entities, the Port will engage a wide-range of specialty consultants, including marine biologists, scientists, and engineers to perform research, surveys, mapping, assessments, and evaluations of the natural resources that could be impacted by the project, including, but not limited to, corals, seagrasses, fisheries, and manatees.
- l. Portwide Bulkhead Replacement Program: This project consists of the systematic replacement of existing aged bulkheads at strategic berths throughout the Port's waterfront from Northport to Midport. The replacement bulkheads will be designed to accommodate future channel and berth deepening as well as to accommodate the new generation of cruise vessels. To minimize impact to the Port's maritime tenants and operations, the bulkhead replacement program will be undertaken in planned phases. Each project will consist of the installation of new bulkhead system placed waterward of the existing inclusive of new steel sheet piling with concrete caps, new dockside mooring bollards, and new dock fenders. Each project will also include upgrades to existing dockside utilities, apron pavement, and drainage improvements as well as a cathodic protection system. Each project will also include environmental permitting and both coral and benthic surveys all along the various bulkheads to be replaced in conjunction with the preparation of permit applications for submittal to federal, state, and county regulatory agencies pursuant to the planned Portwide Bulkhead Replacement Program.
- m. Southport West Lake Mitigation: This project consists of a number of environmental improvements, including, but not limited to, the restoration of seagrasses and mangroves at West Lake.
- n. McIntosh Security Check Point 4 Modifications: The project consists of phased construction to maintain both northbound and southbound vehicular traffic along McIntosh Road at Check Point 4. The work includes the removal and replacement of concrete pavements, new raised booth island with attenuators, site drainage, pavement markings, site lighting, utility improvements, installation of a new security booth with steel roof structure, gate arms, new electronic signs, security camera, traffic guard railing, and security fencing.

- o. Portwide Environmental MIP: These projects are related to the environmental aspects of MIP construction projects and include the following:
- NPDES/Storm Water Management Compliance: This project consists of the recertification of Portwide Stormwater Management licenses and the certification of new licenses for MIP projects.
 - SWPPP Compliance: This project consists of annual inspections and reporting for compliance with the regulatory requirements for the Storm Water Pollution Prevention Program for MIP projects.
 - Green Marine Certification: This project involves recertification and third-party audits of Green Marine initiatives for MIP projects including but not limited to: construction noise and vibration monitoring, construction lighting color and intensity restrictions, protection of marine life (corals, manatees and turtles) and the preservation of landside natural habitats during construction.
 - Water Quality: This project consists of compliance monitoring associated with Non-Transient Non-Community Water System which includes but not limited to: Lead and Copper Rule and Safe Water Drinking Act compliance sampling and testing and submittal of testing results to regulatory agencies.
 - Hazardous Materials: This project consists of hazardous materials licensing compliance including but not limited to coordination with National (EPA) State (FDEP) and County (BCEPGMD) regulatory agencies for multiple licensing requirements associated with the operation of an industrial facility. The project also includes compliance inspections, license renewals, on-call emergency management, creation of standard operating procedures for satellite facilities that operate within the Port's jurisdictional limits.
- p. Consolidated Facilities Maintenance Building: This project consists of the consolidation of existing port maintenance offices, repair and welding shops, parts warehouses, and outside storage areas, including equipment and employee parking areas, into a centralized modern facility for purposes of creating a safer work environment, increasing efficiency, and reducing operational costs.
- q. Midport Cathodic Protection Improvements: The project consists of the replacement of depleted cathodic protection systems at select berths in the Midport area. The work includes the removal of old damaged and depleted sacrificial anodes with new aluminum anodes designed to protect steel sheet pile bulkheads against waterside corrosion for up to 20 years. The project will also include necessary underwater repairs to the existing steel bulkheads in the form of new steel plates welded over holes and openings within the bulkheads.
- r. Wayfinding Sign Program: This project consists of providing a new wayfinding signage system throughout the Northport and the Midport sections of Port Everglades. The purpose of the new wayfinding signage system is to guide drivers to their final destinations more efficiently and effectively. The project includes the installation of seventeen new dynamic message signs (DMS), one at each port entrance and at each cruise terminal as well as eighty-six new fixed directional signs throughout the Northport and Midport areas.

- s. Eller Drive Bridge Improvements: This project consists of bridge improvements to the existing westbound Eller Drive roadway over the FPL cooling canal located west of 19th Avenue. The bridge improvements include the structural restoration of existing steel I beam girders, structural repairs to concrete elements of the bridge deck, traffic railings and bridge substructure including the abutments on each side of the canal. The project also includes repairs and replacement of underside deck utility pipe hangers and pipe supports, as well as the milling and resurfacing of the existing asphalt driving surface.

The above is a listing of the current projects under MIP. Additional projects may be added to MIP, which in turn will become part of the projects under this Agreement.

Exhibit B-1
Port Everglades Capital Project Manager Services
Reimbursables for Direct Non-Salary Expenses

ITEM	DESCRIPTION	MAXIMUM RATE	UNIT
1. JOBSITE VEHICLES	LEASE, FUEL	\$950.00	Per Month/ Vehicle
	MAINTENANCE	\$2,500.00	Per Year
2. TECHNOLOGY AND IT COST			
	SOFTWARE	\$5,000.00	Per Year
	INTERNET SERVICE	\$2,000.00	Per Month
	COPIER/SCANNER	\$1,000.00	Per Month
	OFFICE SUPPLIES	\$350.00	Per Month
	CELL PHONES (NOVA and RADISE)(ea.)	\$125.00	Per Month
	COMPUTER (RADISE)	\$50.00	Per Month
	CONSTRUCTION CAMERAS	\$3,200.00	Per Month
3. OFFICE, POSTAGE			
	OFFICE MAINTENANCE	\$800.00	Per Month
	MAIL, POSTAGE, COURIER FEE	\$75.00	Per Month
4. SAFETY			
	PERSONAL SAFETY EQUIPMENT (ea.)	\$140.00	Per Person
	SECURITY CLEARANCES (ea.)	\$150.00	Per Person
5. DIVE SERVICES			
	2-MAN CREW	\$2,600.00	Per Day
	3-MAN CREW	\$3,432.00	Per Day
	4-MAN CREW	\$4,576.00	Per Day
	5-MAN CREW	\$5,720.00	Per Day
	6-MAN CREW	\$7,000.00	Per Day
	BOAT AND TANK RENTAL	\$1,550.00	Per Day
	(MAXIMUM 25 ft. W/CAPTAIN)		
	UNDERWATER DRONE VIDEOS		
	DAY 1	\$4,350.00	Per Day/Day 1
	DAY 2+ (ea.)	\$3,750.00	Per Day

Exhibit B-1

ITEM	DESCRIPTION	MAXIMUM RATE	UNIT
6.1 SOIL TESTING			
1.	Field Density Test (five [5] minimum)	\$35.00	Test
2.	Standard Proctors	\$165.00	Test
3.	Florida Bearing Value Test	\$55.00	Test
4.	Limerock Bearing Ratio Test	\$335.00	Test
5.	Atterberg Limit Test	\$95.00	Test
6.	Carbonate Content Test	\$85.00	Test
7.	Organic Content Test	\$58.00	Test
8.	D.O.T. Corrosivity	\$195.00	Test
9.	Natural Sample Moisture Content	\$18.00	Test
10.	Unit Weight and Moisture Content (Undisturbed Sample)	\$40.00	Test
6.2 CONCRETE & MASONRY MATERIALS			
1.	Concrete Compression test (Min. four [4] cylinders per trip) - Prepare cylinders & slump test on site, and deliver to lab	\$195.00	Set
2.	Additional Concrete cylinders	\$32.00	Cyl.
3.	Concrete Compression test only [delivered to lab]	\$21.00	Cyl.
4.	Slump test	\$15.00	Test
5.	Air Content Test	\$30.00	Test
6.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$195.00	Set
7.	2" x 2" - Includes preparation of Cubes on site	\$195.00	Set
8.	Additional Mortar cubes	\$40.00	Each
9.	Masonry Units A. Compressive Strength B. Absorption	\$88.00 \$65.00	Unit Unit
10.	Concrete Cores (Min. 3); - Secure, trim & test - Testing of core [delivered to lab (Incl. Trim)]	\$95.00 \$47.00	Core Core
11.	Windsor Probe Test (Min. 3 shots)	\$195.00	Test
12.	Additional Windsor Probe Tests	\$125.00	Test
6.3 AGGREGATE TESTING			
1.	Grain size determination: A. Full grain size (8 sieves) B. Wash through (#200)	\$95.00 \$55.00	Test Test
2.	Sieve Analysis – Course Aggregate	\$95.00	Test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$75.00	Test
6.4 ASPHALT TESTING			
1.	Asphalt Cores (obtaining core samples)	\$75.00	Each
2.	Asphalt Extraction & Gradation	\$225.00	Test
3.	Asphalt Density and Thickness	\$42.00	Test
4.	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$145.00	Test
5.	Coring Machine plus Generator Rental	\$425.00	Trip

Exhibit B-1

ITEM	DESCRIPTION	MAXIMUM RATE	UNIT
6.5 GEOTECHNICAL FIELD EXPLORATIONS			
1.	Flight Auger Borings ASTM D-1452 (0 - 50')	\$16.00	LF
	(50' - 100')	\$19.00	LF
2.	Hand Augers (0 - 10')	\$16.00	LF
3.	Standard Penetration Tests ASTM D-1586– Truck Rig (0-50')	\$22.00	LF
	(50' - 100')	\$26.00	LF
4.	Rock Coring ASTM D-2113 – Truck Rig (0-50')	\$35.00	LF
	(50' - 100')	\$50.00	LF
5.	Bore Hole Grout (0' - 50')	\$6.50	LF
	(50' - 100')	\$7.50	LF
6.	Casing (0 - 50')	\$7.50	LF
	(50 - 100')	\$8.50	LF
7.	Static Cone Penetration Test (0'– 50')	\$25.00	LF
	Static Cone Penetration Test (50' – 100')	\$35.00	LF
8.	Mobilization of drilling equipment to project (Min. Charge):		
	A. 50 Miles Travel	\$395.00	Trip
	B. 100 Miles Travel	\$495.00	Trip
	(Note: Specialty Rig Rates (ATV) @ 1.3 multiplier to above)		
6.6 WATER QUALITY TESTING			
1.	Lead & Copper	\$35.00	Test
2.	Alkalinity	\$25.00	Test
3.	Calcium	\$18.00	Test
4.	Ortho Phosphate	\$25.00	Test
5.	Nitrate Potable Water	\$25.00	Test
6.	Ammonia Potable Water	\$35.00	Test
7.	Heterotrophic Plat Count	\$90.00	Test
8.	Alkalinity as CaCO3 Potable Water	\$25.00	Test
6.7 MISCELLANEOUS SERVICES (ADDED SERVICES)			
1.	Percolation test (open hole)	\$495.00	Test
2.	Slug Perc Test (min 2)	\$395.00	Test
3.	Double Ring Infiltration Test ASTM D-3385 (Min 2 tests)	\$465.00	Test
4.	Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)	\$37.00	LF