



# Broward County

## Legislation Details (With Text)

<b>File #:</b>	21-967	<b>Version:</b>	1
		<b>Status:</b>	Agenda Ready
		<b>In control:</b>	PORT EVERGLADES DEPARTMENT
<b>On agenda:</b>	6/1/2021	<b>Final action:</b>	6/1/2021
<b>Title:</b>	MOTION TO APPROVE Sixth Amendment to the deliberately phased Restated Agreement between Broward County and Liftech Consultants, Inc., for Consultant Engineering Services for Cranes, Agreement No. N1038712R, extending the term of the Agreement until December 31, 2025, adding a maximum not-to-exceed amount of \$2,774,210 and a lump sum amount of \$518,586 for additional scope of work, and Optional Services with a maximum not-to-exceed amount of \$500,000, increasing the total amount of the Agreement by \$3,792,796 to a new total amount of \$21,021,421; and authorize and Mayor and Clerk to execute same.		
<b>Sponsors:</b>			
<b>Indexes:</b>	Established Commission Goals		
<b>Code sections:</b>			
<b>Attachments:</b>	1. Exhibit 1 - Sixth Amendment To Restated Agreement		

Date	Ver.	Action By	Action	Result
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### Broward County Commission Regular Meeting

**Director's Name:** Jonathan Daniels

**Department:** Port Everglades

**Division:** Operations

### Information

#### Requested Action

MOTION TO APPROVE Sixth Amendment to the deliberately phased Restated Agreement between Broward County and Liftech Consultants, Inc., for Consultant Engineering Services for Cranes, Agreement No. N1038712R, extending the term of the Agreement until December 31, 2025, adding a maximum not-to-exceed amount of \$2,774,210 and a lump sum amount of \$518,586 for additional scope of work, and Optional Services with a maximum not-to-exceed amount of \$500,000, increasing the total amount of the Agreement by \$3,792,796 to a new total amount of \$21,021,421; and authorize and Mayor and Clerk to execute same.

#### Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.47 (a), Award and Execution Authority, Broward County Board of County Commissioners approval is required for awards exceeding \$500,000.

#### What Action Accomplishes

The Sixth Amendment extends the Restated Agreement by two years and provides for additional work and related compensation for the consulting engineering services related to the relocation, painting, and upgrades to existing cranes, and the procurement of additional new Super Post-Panamax container gantry cranes.

**Is this Action Goal Related**

Yes

**Previous Action Taken**

None

**Summary Explanation/Background**

THE PORT EVERGLADES DEPARTMENT RECOMMENDS APPROVAL.

This action supports the Broward County Board of County Commissioners' ("Board") Value of "Ensuring economic opportunities for Broward's diverse population and businesses" and the Goal to "Increase the economic strength and impact of revenue-generating County enterprises balancing economic, environmental, and community needs."

Liftech Consultants, Inc. ("Liftech") has been providing container crane consulting services since March 2013. On April 5, 2016 (Item No. 12), the Board approved the Restated Agreement between Broward County and Liftech (the "Restated Agreement") for consultant engineering services for container cranes under the referenced RLI in a total amount of \$11,770,761.

On March 14, 2017, the Director of Purchasing approved the First Amendment to the Restated Agreement, which provided for a feasibility study to extend the length of the crane boom and increase the lift height of the existing container cranes, and to revise the design documents for the electrical infrastructure of the new cranes. The additional compensation under the First Amendment was \$91,937, increasing the total value of the Restated Agreement to \$11,862,698.

On June 12, 2018 (Item No. 29), the Board approved the Second Amendment to the Restated Agreement which covered new crane construction support services consisting of inspection, auditing, project management, and commissioning of three new cranes to be performed at the ZPMC manufacturing facility in Shanghai, China, and at Port Everglades when the three new cranes are delivered. The additional compensation under the Second Amendment was \$1,344,579, increasing the total value of the Restated Agreement to \$13,207,277.

On June 10, 2019, the Director of Purchasing approved the Third Amendment to the Restated Agreement, which covered additional compensation for additional workload and effort attributed to the new crane design. The additional compensation under the Third Amendment was \$186,000, increasing the total value of the Restated Agreement to \$13,393,277.

On February 25, 2020 (Item No. 49), the Board approved the Fourth Amendment to the Restated Agreement, extending the Agreement term to December 31, 2023, and providing additional compensation to cover additional workload and effort attributed to landside infrastructure, new crane fabrication audit and construction support services. The additional compensation under the Fourth Amendment was \$3,768,098, increased total value of the Restated Agreement to \$17,161,375.

On March 10, 2021, the Director of Purchasing approved the Fifth Amendment to the Restated Agreement, providing additional compensation to cover the extended timeframes for new crane manufacturing work in China due to the pandemic. These extended timeframes affected the shipping dates from China of the first three cranes from ZPMC, resulting in the need for Liftech and its subconsultants to provide continuing on-site audit services in China until the cranes were completed.

The additional compensation under the Fifth Amendment was \$67,250, increasing the total value of the Restated Agreement to \$17,228,625.

The Sixth Amendment to the Restated Agreement adds new Project Phases 4, 5, and 6 related to both the seven existing Samsung cranes at Port Everglades and the ordering of additional new cranes, and certain Optional Services as further described below:

- **Phase 4 - Relocation of Crane SP-4:** This new phase will provide engineering and consulting services to relocate existing Samsung Crane SP-4 from Berth 31 to Berth 30 in Southport to provide an additional crane for the extended Southport Turning Notch Extension berth.
- **Phase 5 - Upgrades to Existing Cranes:** This new phase consolidates the remaining scope of work previously covered by Phase 2, Task 2 of the Restated Agreement and not completed, and adds additional scope covering:
  - Additional work identified during the Specification and Basis of Design review that requires incorporation into the final specifications for upgrades to the existing seven Samsung cranes.
  - Engineering and consulting services for repainting the existing seven Samsung cranes in the Southport area of the Port, as well as the container gantry crane and mobile harbor crane in the Midport area of the Port.
  - Engineering and consulting services to replace the operator's cabins on the existing seven Samsung cranes.
- **Phase 6 - Procurement and Construction Support Services for Three Additional New Cranes:** This new phase provides the services required to support the procurement of three additional new Super Post-Panamax container gantry cranes from ZPMC in anticipation of the County exercising the option for these cranes, including:
  - Engineering and consulting services for crane construction support, consisting of design specification review, inspection, auditing, project management, and commissioning services that will be performed on-site at the ZPMC manufacturing facility in China and during delivery at Port Everglades.
- **Optional Services:** Services beyond those described in Phases 4, 5, and 6, including services related to the mitigation of unforeseen conditions or damage to existing cranes uncovered during Phases 4 and 5, and additional audit support beyond those included in Phase 6.

Negotiations on the Sixth Amendment were held on April 8, 2021, with representatives from Liftech, the Port Everglades Department, and County Attorney's Office on the scope of services and associated fees for Liftech to provide the three Phases and Optional Services listed above. The negotiated total for Liftech's services for this work is \$3,792,796 as follows:

Phase 4	Not-to-exceed at hourly rates	\$ 120,000
Phase 5	Lump Sum	\$ 241,986
	Not-to-exceed at hourly rates	\$ 818,684
Phase 6	Lump Sum	\$ 276,600
	Not-to-exceed at hourly rates	\$ 1,835,526

Optional Services Not-to-exceed at hourly rates \$ 500,000

Apart from the additional compensation referenced above, the Amendment reallocates \$440,108.21 of Maximum Amount Not-to-Exceed compensation ("NTE") from Phase 2, Task 2 to Phase 5 for the purpose of keeping all related NTE amounts for crane upgrades under the same phase. The Lump Sum amount included in Phase 5 is for services previously provided on a Lump Sum basis for additional work previously authorized by Port staff, but not memorialized by the previous amendments. The Lump Sum amount included in Phase 6 is for services provided by Leader Firm, a foreign company subcontracted by Liftech for construction audit services in Shanghai, China for which NTE compensation would be impracticable. The amendment also extends the term of the Agreement from the current expiration date of December 31, 2023 to December 31, 2025 to provide additional time to complete the additional scope of services. With the addition of the deliberately phased services covered by this amendment, the total cost for all Phases of the Restated Agreement is \$21,021,421. Funds expended to date total \$13,108,925.

The Sixth Amendment has been reviewed and approved as to form by the Office of the County Attorney.

**Source of Additional Information**

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**Fiscal Impact**

**Fiscal Impact/Cost Summary**

Funding for the Sixth Amendment in the not-to-exceed amount of \$3,792,796 has previously been appropriated by the Board in the Port Everglades Capital Fund.