

M-6 [24-0732](#) Motion Approving an Event Agreement and Related Road Closures with National Marine Suppliers, Inc. for the Triton Expo - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

M-7 [24-0733](#) Motion Approving an Event Agreement and Related Road Closures with Riverwalk Fort Lauderdale, Inc. for the Day of the Dead Stroll - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

M-8 [24-0717](#) Motion Approving Event Agreements and Related Road Closures with Las Olas Association, Inc. for the 37th Annual Las Olas Art Fair (October 2024, January 2025 and March 2025) - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

M-9 [24-0720](#) Motion Approving a Second Amendment to the Agreement with BDO USA, P.C., a Virginia Corporation authorized to Conduct Business in the State of Florida as, BDO USA, P.C., Corp. to Modify the Not-To-Exceed Amount and Contract Term for Consulting Services for the New River Crossing Project - \$974,000 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Sturman and Mayor Trantalis

Nay: 1 - Commissioner Beasley-Pittman

M-10 [24-0741](#) Motion Rejecting All Bids Pursuant to Invitation to Bid No. 296-1 and Approving an Agreement for the Purchase of Waterway Cleaning and Algal Controls Pursuant to Invitation to Bid No. 329 - Aquatics Control Group Inc - \$3,733,500 - (Commission Districts 1, 2, 3 and 4)

APPROVED



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0720

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: August 20, 2024

TITLE: Motion Approving a Second Amendment to the Agreement with BDO USA, P.C., a Virginia Corporation authorized to Conduct Business in the State of Florida as, BDO USA, P.C., Corp. to Modify the Not-To-Exceed Amount and Contract Term for Consulting Services for the New River Crossing Project – \$974,000 - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve a Second Amendment to the Agreement with BDO USA, P.C. (BDO), a Virginia Corporation, and authorize execution of the agreement, in substantially the form attached, to modify the not-to-exceed amount for consulting services for the New River Crossing project from \$375,000 to \$1,349,000 and to modify the contract term from December 31, 2024, to December 31, 2025.

Background

In 2019, Legislative Specific Appropriation Bill 1939 directed the Florida Department of Transportation (FDOT) to develop a proposal to provide a crossing solution that meets the reasonable needs of navigational traffic, freight trains, and passenger transit for the New River. The FDOT feasibility study identified four crossing alternatives which included three bridge alternatives and one tunnel alternative.

As a future New River crossing will have impacts on downtown Fort Lauderdale, the City Commission approved Resolution 22-20 on January 5, 2022, which urged FDOT to consider the tunnel as the future of commuter rail service in the City. In addition, the City of Fort Lauderdale and Broward County agreed to conduct a joint study for the rail infrastructure alternatives of the New River. On February 7, 2023, the City Commission approved an Interlocal Agreement with Broward County for the joint study.

On October 18, 2023, the City procured the services of BDO to advance the tunnel consideration. Specifically, BDO was tasked with defining the project, identifying federal funding opportunities, and developing an action plan for the project. The associated scope delivered the baseline for project development but required additional resources in order to meet federal funding application minimum requirements.

On November 21, 2023, the City Commission approved a walk-on item, Resolution 23-277 Waiving the Formal Competitive Solicitation and Selection Processes Pursuant to Division 2, Procurement, of Article V. of Chapter 2 of the City of Fort Lauderdale Procurement Ordinance, for Consulting Services with BDO for the New River Crossing project.

On December 19, 2023, the City Commission approved an agreement with BDO for Consulting Services to Develop the Project Scope for the New River Crossing Project. The agreement defined the terms and conditions for BDO to complete such work. The City Commission received the BDO final report via Commission Memo 24-062 in April 2024.

On April 16, 2024, BDO presented at the City Commission Conference meeting which included an overview of current potential Federal grant opportunities. The City Commission did not provide specific direction but indicated general support to pursue potential funding opportunities.

On May 7, 2024, the City Commission approved a first amendment to the agreement with BDO to provide additional funding in the amount of \$50,000 to the existing agreement so that BDO could provide additional services associated with grant writing. The additional funds have not been utilized to date.

The City Commission approved Resolution 24-51 on March 5, 2024, approving a grant agreement and authorizing the acceptance of \$974,000 from the United States Department of Transportation for the Regional Infrastructure Accelerator (RIA) Demonstration Program. After the agreement was executed, City staff and the grantor completed a project kick-off meeting to discuss the project timelines, objectives, and potential challenges. City staff requested that BDO be permitted to serve as the City's consultant given their familiarity with the project, the existing agreement between the City of Fort Lauderdale and BDO, and the potential delays associated with procuring, selecting, and transitioning the project to a different consulting firm. On July 22, 2024, the grantor approved the request.

City staff recommend that the City Commission approve the second amendment and allocate \$974,000 to the BDO agreement. The second amendment will incorporate the tasks defined in the RIA agreement into the BDO agreement, extend the BDO contract term to align with the RIA grant timeline, and allocate \$974,000 towards the agreement. This additional \$974,000 is reimbursable from the grantor.

Resource Impact

There is a fiscal impact associated with this action in the amount of \$974,000 which increases the total contract amount to \$1,349,000. The additional funds subject to reimbursement from the Regional Infrastructure Accelerator grant agreement.

Funds available as of August 1, 2024					
ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	PURCHASE AMOUNT
10-129-9300-541-30-3199-24GUSDOTRIA	REGIONAL INFRASTRUCTURE ACCELERATOR - NEW RIVER STUDY	SERVICES-MATERIALS / OTHER PROF SERVICES	\$974,000	\$974,000	\$974,000
PURCHASE TOTAL ►					\$974,000

Strategic Connections

This item is a *FY 2024 Commission Priority*, advancing the Transportation & Traffic Initiative.

This item is a *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Infrastructure and Resilience Focus Area Goal 4: Facilitate an efficient, multimodal transportation network.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are United*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Infrastructure Focus Area
- Transportation & Mobility Element
- Goal 2: Obtain the highest possible value and utility from investments in the City's transportation network

Attachments

Exhibit 1 – Agreement

Exhibit 2 – Letter from United States Department of Transportation

Exhibit 3 – Regional Infrastructure Accelerator Grant Agreement

Prepared by: Ben Rogers, Acting Assistant City Manager, City Manager's Office

Charter Officer: Susan Grant, Acting City Manager

**SECOND AMENDMENT TO AGREEMENT FOR
NEW RIVER CROSSING CONSULTING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR NEW RIVER CROSSING CONSULTING SERVICES, made this 20~~th~~ day of August 2024, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as, BDO USA, P.C., Corp. ("Consultant") with an address at: 330 North Wabash Avenue, Suite 3200, Chicago, IL 60611 E-mail: uyaqub@bdo.com (collectively, "Parties").

WHEREAS, at its meeting on November 21, 2023, the City Commission of the City of Fort Lauderdale waived the formal competitive solicitation and selection processes pursuant to the Code of Ordinances of the City of Fort Lauderdale, Florida to negotiate an agreement with Consultant for New River Crossing Consulting Services; and

WHEREAS, the Parties entered into an Agreement dated December 19, 2023 for Consultant to identify federal funding opportunities, and to maximize time and resources associated with meeting upcoming federal funding application deadlines for the New River Crossing Project pursuant to the scope of services incorporated in the Agreement; and

WHEREAS, the Parties agreed to a not to exceed total of Three Hundred Twenty-Five Thousand Dollars and 00/100 cents (\$325,000.00) as compensation for the performance of Consultant's services pursuant to the Agreement; and

WHEREAS, on March 5, 2024, the City Commission of the City of Fort Lauderdale, approved an agreement between the City and the United States Department of Transportation for the Regional Infrastructure Accelerator Demonstration Program Grant Funds (RIA) for technical assistance with the New River Crossing Project, in the amount of \$974,000; and

WHEREAS, at the April 10, 2024, City Commission Conference meeting, Consultant provided an overview of additional potential federal grant opportunities for the New River Crossing Project; and

WHEREAS, on June 27, 2024, the Parties entered into a First Amendment to the Agreement to increase the compensation amount by Fifty Thousand Dollars and 00/100 cents (50,000.00) to a combined not to exceed total of Three Hundred Seventy Five Thousand Dollars and 00/100 cents (\$375,000.00), as compensation for the performance of Consultant's services, subject to the same terms, conditions and specifications contained in the Agreement including the preparation of funding applications, grant writing and studies required for meeting the Notice of Funding Opportunities for the New River Crossing Project; and

WHEREAS, City staff wishes to utilize the Consultant for assistance in implementing the deliverables pursuant to the existing Agreement and the deliverables as set forth in the RIA Agreement for the New River Crossing Project; and

WHEREAS, pursuant to the Agreement, the Parties may increase the compensation amount if approved by the City, in writing; and

WHEREAS, the Parties wish to enter into a Second Amendment to the Agreement to increase the compensation amount by Nine Hundred Seventy Four Thousand Dollars and 00/100 cents (974,000.00) to a combined not to exceed total of One Million Three Hundred Forty Nine Thousand Dollars and 00/100 cents (\$1,349,000.00), as compensation for the performance of

Consultant's services, subject to the same terms, conditions and specifications contained in the Agreement for the New River Crossing Project; and

WHEREAS, the Term of the Agreement expires on December 31, 2024; and

WHEREAS, pursuant to the Agreement, the Parties may mutually agree to extend the Agreement for an additional one-year period;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties covenant and agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated by reference herein.

2. **AMENDMENTS:**

A. The not to exceed total compensation pursuant to the contract documents, attached and incorporated in the Agreement and reflected in Section IV. of the Agreement, titled "Compensation" is hereby amended to reflect a combined not to exceed total of One Million Three Hundred Forty Nine Thousand Dollars and 00/100 cents (\$1,349,000.00),

Exhibit A of the Agreement, titled "Scope of Work" is hereby amended to reflect the addition of:

20. Review permitting requirements for both New River Crossing alternatives.

21. Prepare the purpose and need statement for the environmental document which would describe why this project is necessary despite its expense and potential environmental impacts.

22. Incorporate purpose and need into ongoing NEPA study for all alternatives.

23. Conduct traffic analysis to determine impacts associated with a bridge or tunnel on the surrounding transportation network.

B. Consultant agrees to perform the deliverables as set forth in the RIA Agreement, which is incorporated by reference herein.

C. The parties agree that the term of the Agreement is hereby extended, commencing January 1, 2025, up through and including December 31, 2025.

3. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Second Amendment or the Agreement.

4. **NO OTHER CHANGES:** Except as modified by this Second Amendment, all terms, covenants, obligations and provisions of the Agreement and the First Amendment shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this Second Amendment directly conflict with any provision contained in the Agreement and the First Amendment, then this Second Amendment shall control.

IN WITNESS WHEREOF, the City and the Consultant execute this Agreement as follows:


ATTEST:



David R. Soloman, City Clerk

CITY

CITY OF FORT LAUDERDALE, a Florida municipality

By: 

Dean J. Trantalis
Mayor

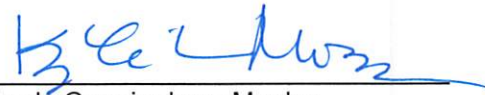
Date: 2/9/24

By: 

Susan Grant
Acting City Manager

Date: 2/14/24

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: 

Kimberly Cunningham Mosley
Assistant City Attorney

CONSULTANT

WITNESSES:

BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as BDO USA, P.C., CORP.

LD Scott
Signature

By: *W Berson*
Wayne Berson, CEO

Loel D. Scott
Print Name

Yara Garcia
Signature

Yara Garcia
Print Name

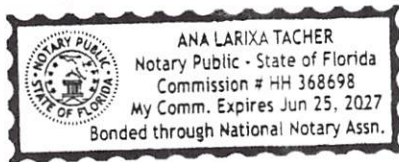
(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of August, 2024, by Wayne Berson as CEO for BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as BDO USA, P.C., CORP.

Ana Larixa Tacher
Notary Public, State of Florida
(Signature of Notary Public)

(SEAL)



ANA LARIXA TACHER
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

**SECOND AMENDMENT TO AGREEMENT FOR
NEW RIVER CROSSING CONSULTING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR NEW RIVER CROSSING CONSULTING SERVICES, made this 20th day of August 2024, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as, BDO USA, P.C., Corp. ("Consultant") with an address at: 330 North Wabash Avenue, Suite 3200, Chicago, IL 60611 E-mail: uyaqub@bdo.com (collectively, "Parties").

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Consultant's services, subject to the same terms, conditions and specifications contained in the Agreement for the New River Crossing Project; and

WHEREAS, the Term of the Agreement expires on December 31, 2024; and

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1. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated by reference herein.

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IN WITNESS WHEREOF, the City and the Consultant execute this Agreement as follows:


ATTEST:


David R. Soloman, City Clerk




CITY

CITY OF FORT LAUDERDALE, a Florida municipality

By: 
Dean J. Trantalis
Mayor

Date: 9/13/24

By: 
Susan Grant
Acting City Manager

Date: 9/4/24

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: 
Kimberly Cunningham Mosley
Assistant City Attorney



CONSULTANT

WITNESSES:

BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as BDO USA, P.C., CORP.

[Signature]
Signature

By: [Signature]
Wayne Berson, CEO

Loel D. Scott
Print Name

[Signature]
Signature

Yara Garcia
Print Name

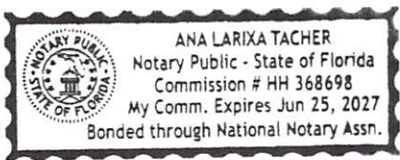
(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of August, 2024, by Wayne Berson as CEO for BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as BDO USA, P.C., CORP.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)



ANA LARIXA TACHER
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 08/29/2024

DOCUMENT TITLE: Second Amendment to the Agreement with BDO USA, P.C., to Modify the Not-To-Exceed Amount and Contract Term for Consulting Services for the New River Crossing Project – \$974,000 (Commission Districts 1, 2, 3 and 4)

COMM. MTG. DATE: 8/20/24 CAM #: 24-0720 ITEM #: M-9 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Meralis C/5001 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 8/29/24 Kimberly Cunningham Mosley
Attorney's Name

KCM
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 8/30/24

3) City Manager's Office: CMO LOG #: AUG 25 Document received from: CCO 8/30/24

Assigned to: SUSAN GRANT LAURA REECE BEN ROGERS
LAURA REECE as CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER AACM: PER AACM: L. Reece _____ (Initial/Date)
PER AACM: B. Rogers _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: _____

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 2 originals to: G.Rizzuti-Smith/TAM/x.3764

Attach X certified Reso # _____ YES NO

Original Route form to Meralis C.