

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

THIS SECOND AMENDMENT TO AGREEMENT FOR NEW RIVER CROSSING CONSULTING SERVICES, made this _____ day of _____ 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:

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipality

David R. Solomon, City Clerk

By: _____
Dean J. Trantalis
Mayor

Date: _____

By: _____
Susan Grant
Acting City Manager

Date: _____

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

By: _____
Wayne Berson, CEO

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, 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)

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

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

Personally Known _____OR Produced Identification _____
Type of Identification Produced _____