

THIRD AMENDMENT TO AGREEMENT FOR NEW RIVER CROSSING CONSULTING SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR NEW RIVER CROSSING CONSULTING SERVICES, made this ____ day of _____ 20__ (this "Third Amendment"), is entered into 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 professional 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 (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, on December 19, 2023, the Parties entered into an Agreement 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, for 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; 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 utilized 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, the Parties entered into a Second Amendment to the Agreement to extend the term of the Agreement to December 31, 2025 and 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, pursuant to the provisions of Section N. of the Agreement (Assignment and Performance), the Consultant wishes to solicit the City's consent to provide a Schedule of Subconsultant Participation identifying a subconsultant(s) to the Agreement; and

WHEREAS, the Parties wish to enter into this Third Amendment to the Agreement to memorialize the City's consent to allow Consultant to engage certain subconsultants;

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:** The Agreement is hereby amended to include Exhibit C to this Third Amendment, entitled, "Schedule of Subconsultant Participation" which is attached hereto and incorporated herein. By entering into this Third Amendment, the City consents to allow Consultant to engage those subconsultants identified in Exhibit C.
3. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Third Amendment or the Agreement.
4. **ANTI-HUMAN TRAFFICKING:** As a condition precedent to the effectiveness of this Third Amendment to the Agreement, the Consultant shall provide the City with an affidavit signed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.
5. **NO OTHER CHANGES:** Except as modified by this Third Amendment, all terms, covenants, obligations and provisions of the Agreement and the First and Second Amendments 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 Third Amendment directly conflict with any provision contained in the Agreement and the First and Second Amendments, then this Third Amendment shall control.

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

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipality

By: _____
David R. Solomon, City Clerk

By: _____
Dean J. Trantalis, Mayor

Date: _____

By: _____
Susan Grant
Acting City Manager

Date: _____

Approved as to form and correctness:
Dwayne Spence, Interim City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

CONSULTANT

WITNESSES:

BDO USA, P.C., a Virginia professional 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 professional 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

EXHIBIT C
SCHEDULE OF SUBCONSULTANT PARTICIPATION

The following entity/entities is/are approved by the City to assist Consultant in the provision of the Services in the capacity of subcontractor. The cost for service shall be aligned with Exhibit B and shall have no additional cost to the City for the services rendered.

Taft Infrastructure Advisors

Scope of Services: To provide infrastructure advisory services in relations to the New River Crossing. These advisory services will include the development and updating of project funding & financing models, infrastructure studies to evaluate the project feasibility and benefits, the structuring of the project delivery model and the identification of possible funding and financing sources. All services will be in support of the City of Fort Lauderdale, and its partners, in the successful development of a crossing of the New River that meets the needs of all parties involved.

Deliverables: Infrastructure studies such as impact on economic, property and equity in addition to entire project management and coordination to ensure all relevant studies are performed and delivered.

Timeline of Services: Through the duration of the project development for the New River Crossing as directed by the City of Fort Lauderdale leadership.

Contact Information:

- Name: Umer Yaqub
- Title: Principal
- Phone: 202.664.1542
- Email: uyaqub@taftinfra.com

Sunbiz Registration:

- Registered Entity: Taft Infrastructure Advisors LLC
- Document Number: M24000014793

Qualifications: Please see resume below.

Taft Infrastructure Advisors

At Taft, we work as one team, driven and committed to helping you succeed. Our team listens and understands that innovative, value-creating solutions help our clients reach their goals. Our collaborative approach, advanced technological resources and depth of services can transform what you expect from your team.

Taft Stettinius & Hollister LLP traces its roots back to 1885 when Worthington & Strong was founded by Judge William Worthington and Edward W. Strong. John L. Stettinius and John B. Hollister joined the firm after its founding, at which point the firm became known as Worthington, Strong, Stettinius & Hollister. In January 1923, Judge Worthington passed away. In the following year, a young firm headed by Robert A. Taft (who later became a U.S. Senator) and Charles P. Taft II, sons of former President William Howard Taft, joined the older firm to become Taft Stettinius & Hollister LLP. Since then, Taft has expanded into various service lines including Taft Infrastructure Advisors and Taft Advisors, our governmental affairs consulting firm.

At Taft Infrastructure Advisors, we are more than just financial consultants — we are your dedicated partners in navigating the complex world of infrastructure development. With decades of experience across a vast array of sectors, we lead our clients through innovative infrastructure projects, from the inception of an idea to the completion of a transformative project. Whether it's social infrastructure, real estate and entertainment venues, bridges, roads, broadband, or any essential infrastructure that powers modern life, we equip project owners with the expertise, resources, and strategies they need to succeed.

What sets Taft apart is our multi-disciplinary approach to infrastructure advisory services. We go beyond traditional financial consulting to provide holistic, full-service solutions that span every aspect of project development, financing, and execution. We are not your typical financial advisors. Instead, we uncover new opportunities in the market, positioning our clients as key contenders for high-impact infrastructure projects.

Leveraging the resources of the Taft teams, we identify unique avenues for project development and growth, working across a diverse range of infrastructure sectors, from social and transit systems to fiber and broadband. Our team is at the forefront of market innovation, helping clients unlock potential in new markets while ensuring they are positioned to succeed in competitive project bidding and development.



Umer is a Principal at Taft Infrastructure Advisors and has more than 20 years of experience in infrastructure advisory, project finance, and public-private partnerships (P3s). He has advised on major infrastructure projects and executed transactions across a wide range of asset classes, including social infrastructure projects — schools, housing, and hospitals — and projects in the broader arena of economic and environmental infrastructure — water, energy, power, transit, airports, roads and ports. He has advised public sector clients on the development of large-scale infrastructure projects, working through the complete transaction lifecycle from project inception through funding arrangement and project management. Umer has advised and executed more than 45 infrastructure projects cumulatively valued above \$25 billion.

Previously, Umer was the practice leader for the Infrastructure Advisory and P3s team at BDO USA based in New York and advised both public and private sector clients on the successful development and execution of infrastructure projects.

Umer has led various deals that have been recognized and awarded by the industry. He has also spoken at various conferences and promoted private sector involvement in the public infrastructure space.

RELEVANT EXPERIENCE

- INDOT & CONEXUS, 2024 – Present
- New York State Energy Research and Development Authority, 2022-2024
- New River Crossing – Ft Lauderdale, Broward County, 2023-Ongoing
- Southland Water Agency, 2022-Ongoing
- City of North Miami Downtown Revitalization, 2022 – Ongoing
- City of West Palm Beach Advisory, 2023 – Ongoing
- SR 400 Express Lanes P3 Project –2023 – 2024
- City of Miami, 2024
- Miami-Dade County, 2024
- OCP 1-75, 2022-2024
- I-77 TIFIA Refinancing, 2023 – 2024
- I-10 Calcasieu River Bridge Project, 2023 – 2024
- University of Louisville Utility Monetization Project – 2023 – 2024
- Maryland Broadband P3, 2021 – 2023
- DC Streetlights P3 Project District of Columbia, 2019-2020

PROFESSIONAL AFFILIATIONS

Association for the Improvement of American Infrastructure

EDUCATION

M.B.A, Institute of Business Administration