

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

This is a First Amendment to the Agreement between BROWARD COUNTY, a political subdivision of the state of Florida ("County"), and Atkins North America, Inc., a Florida corporation ("Consultant"), (collectively referred to as the "Parties").

WHEREAS, the Parties entered into an agreement for capital projects manager services for Port Everglades Marine Infrastructure Program (MIP) dated June 7, 2016, hereinafter referred to as the "Agreement"; and

WHEREAS, pursuant to Article 6 of the Agreement, either party may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to revise the scope of services to identify additional MIP projects and provide for additional funding for project manager services; and

WHEREAS, the Parties met and negotiated the additional scope and fees for the project manager services, all in accordance with the Broward County Procurement Code, and this First Amendment to the Agreement incorporates the results of such negotiation; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, and covenants hereinafter set forth, 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. Unless otherwise stated, words in ~~struck through~~ type are deletions from existing text and words in underlined type are additions to existing text.
3. All references to the term "parties" in Sections 6.1, 6.3, 9.3, 10.9, 10.10, 10.12, 10.21, and 10.28, and Article 2 of the Agreement are hereby revised to read "Parties."
4. All references to "Exhibit A" in Sections 3.1, 4.1, 4.2, 7.3, and 10.28 of the Agreement are hereby revised to reference "Exhibits A and A-1."
5. Article 1, DEFINITIONS AND IDENTIFICATIONS, Sections 1.3 and 1.10 of the Agreement are hereby amended to read as follows (original underlining omitted):

1.3 **Contract Administrator:** The Director of Seaport Engineering and Construction ~~Management Division, or Assistant Director of Seaport Engineering and Construction Division,~~ who is the representative of the County concerning the Project. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.10 **Subconsultant:** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to the County through the Consultant for all or any portion of the ~~advertised work~~ services under this Agreement.

6. Article 3, SCOPE OF SERVICES, Section 3.4 of the Agreement is hereby amended to read as follows:

3.4 Consultant shall pay its ~~Subconsultants, subcontractors,~~ and suppliers, providing services under this Agreement within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Consultant agrees that if it withholds an amount as retainage from a ~~Subconsultants, subcontractors,~~ or suppliers, that it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all its Subconsultants and suppliers.

7. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.1, AMOUNT AND METHOD OF COMPENSATION, of the Agreement is 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 and A-1 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 ~~Two Million Eight Hundred Eleven Thousand~~ Five Million Four Hundred Twenty-four Thousand Five Hundred Twenty-five Dollars (\$2,811,000.00/5,424,525.00). 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.

5.1.2 **Lump Sum Compensation.** [Intentionally Left Blank]

N/A

5.1.3 **Optional Services.** ~~County has established an amount of \$ 0 for potential Optional Services which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County. A Work Authorization for Optional Services~~

~~shall specify the method of payment, Maximum Amount Not-To-Exceed, Lump Sum or combination thereof, applicable to that Work Authorization. [Intentionally Left Blank]~~

5.1.4 Reimbursable Expenses. County has established a ~~M~~maximum Amount Not-To-Exceed ~~not to exceed of One Hundred Twelve Thousand Five Hundred Four Hundred Nine Thousand Two Hundred Forty Dollars (\$112,500.00)~~409,240.00 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.

5.1.5 Salary Rate ~~Cost~~. The maximum ~~hourly~~ billing rates payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 5.2. ~~County shall not pay Consultant any additional sum for reimbursable expenses, additional or optional services, if any, unless otherwise stated in Section 5.3 and Article 6.~~

If, for services designated as payable on a Maximum Amount Not-To-Exceed, Consultant has "lump sum" agreements with any ~~s~~Subconsultant(s), then Consultant shall bill all "lump sum" ~~s~~Subconsultant fees with no "markup." Likewise, Consultant shall bill, with no mark-up, all maximum not to exceed ~~s~~Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursables defined in Section 5.3. All Subconsultant fees shall be billed in the actual amount paid by Consultant.

5.1.6 Phased Payments. [Intentionally Left Blank]

N/A

5.1.7 The dollar limitation set forth in Sections 5.1 is a limitation upon, and describes the maximum extent of, County's obligation to Consultant, but does not constitute a limitation, of any sort, upon Consultant's obligation to incur such expenses in the performance of services hereunder.

8. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.2 of the Agreement is hereby deleted and replaced with the following:

5.2 SALARY COSTS. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier which consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulations ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal

periods of Consultant within eighteen months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

5.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit.

5.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and invoice County accordingly.

5.2.4 The total hours payable by County for any "exempt" or "non-exempt" personnel shall not exceed forty (40) hours per employee in any week. In the event the work requires Consultant's or Subconsultant's personnel to work in excess of 40 hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced to County at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. In the event a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the Federal Acquisition Regulation ("FAR") guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

9. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.3 of the Agreement is hereby amended to read as follows (original underlining omitted):

5.3 REIMBURSABLES. For reimbursement of any travel costs, travel-related expenses, or other direct nonsalary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B-1 expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by the Contract Administrator. Reimbursable ~~Subconsultant~~ expenses are limited as described herein when the ~~Subconsultant~~ agreement provides for reimbursable expenses.

10. Article 5, COMPENSATION AND METHOD OF PAYMENT, Section 5.4, METHOD OF BILLING, of the Agreement is hereby amended to read as follows (original underlining omitted):

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and ~~Subconsultant~~ fees must be documented by copies of invoices or receipts which describe the nature of the expenses and contain a project number or other identifier which clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursables by category, and ~~subcontractor~~ Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. ~~N/A~~ Consultant shall submit billings which are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall

provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

11. Article 6, OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES, of the Agreement is hereby retitled to read "ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES" and Section 6.4, including all subsections thereunder, is hereby deleted and replaced with the following:

6.4 [Intentionally Left Blank]

12. Article 6, ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES, Section 6.5 of the Agreement is hereby amended to read as follows:

6.5 ~~As provided in Section 9.2, each~~ Each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent (10%) or more of the initial contract value shall be reviewed by County for opportunities to include or increase CBE participation. Consultant shall demonstrate good faith efforts to include CBE participation in change order work and shall report such efforts to the Office of Economic and Small Business Development.

13. Article 9, EEO AND CBE COMPLIANCE, of the Agreement is hereby retitled to read "EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE," and Sections 9.1, 9.5, and 9.7 are hereby amended to read as follows:

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall comply with all applicable requirements of the County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

Consultant shall include the foregoing or similar language in its contracts with any ~~Subcontractors~~ Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Consultant to carry out any of the requirements of this ~~Section~~ shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

9.5 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE participation goals stated in this ~~Article-8~~. In addition, Consultant shall allow County to engage in on-site reviews to monitor Consultant's progress in achieving and maintaining its contractual and CBE Program obligations. Such review and monitoring shall be by the Contract Administrator in conjunction with the OESBD, unless otherwise determined by the County Administrator. County shall have access, without limitation, to Consultant's books and records, including payroll records, tax returns and records, and books of account, on five (5) business days' notice.

9.7 ~~The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subcontractors and suppliers.~~ The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

14. Article 10, MISCELLANEOUS, Section 10.3 of the Agreement is hereby deleted and replaced with the following:

10.3 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Consultant to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 523-3404, JORHERNANDEZ@broward.org, 1850 ELLER DRIVE, SUITE 603, FORT LAUDERDALE, FLORIDA 33316.

15. Article 10, MISCELLANEOUS, Sections 10.6, 10.8, 10.13, 10.19, 10.29, and 10.33 are hereby amended to read as follows (original underlining omitted):

10.6 Subconsultants. Consultant shall utilize the §Subconsultants identified in the proposal that were a material part of the selection of Consultant to provide the services for this Project. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the list of §Subconsultants submitted by Consultant. Where Consultant's failure to use §Subconsultant results in Consultant's noncompliance with CBE

participation goals, such failure shall entitle the affected CBE firm to damages available under ~~this Agreement and~~ under local and state law. The list of ~~s~~Subconsultants is provided on Exhibit C-1, Schedule of Subconsultants, as attached hereto and made a part hereof. Consultant shall bind in writing each and every approved ~~s~~Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 8 on Consultant's ~~s~~Subconsultants.

10.8 Indemnification of County. Consultant shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, ~~and~~ or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

10.13 Truth-In-Negotiation Certificate. Consultant's compensation under this Agreement is based upon representations supplied to County by Consultant, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, ~~is~~ are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

10.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Consultant's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Consultant is permitted pursuant to this Agreement to utilize ~~Subcontractors~~ Subconsultants to perform any services required by this Agreement, Consultant shall require such ~~Subcontractors~~ Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

In addition, Consultant or any affiliate or its ~~sSubconsultants/subcontractors~~ on any tier shall not provide any design, construction, engineering, testing, or inspection services, or perform any construction work for projects within the Marine Infrastructure Program (MIP) that the Consultant is managing under the terms and conditions of this Agreement. It is a prohibited conflict of interest for the Consultant or its affiliate(s) or its ~~sSubconsultants/subcontractors~~ on any tier, to be an affiliate with any other entity performing any construction, testing and inspection work for projects within the MIP or any other entity serving as the design engineer/architect of record for such projects. An entity will be considered an affiliate of another entity, if the entity has the power to control, or is controlled by another entity, or an identity of interest exists between the entities. In determining whether there is an identity of interest or whether an entity is affiliated with another entity, common ownership, common management, common control, and contractual relationship (to the extent they demonstrate affiliate status), as well as, other factors may be considered by County. For the purposes of this provision, this would include an affiliate of any member of the Contractor team or entity, whether Limited Liability Company, Partnership, Joint Venture, or otherwise. County reserves the right, in its sole discretion, to evaluate potential conflicts of interest that could, from County's perspective, present a conflict in the performance of services by the Consultant under the terms and conditions of this Agreement or be detrimental to the project(s).

10.29 Payable Interest

10.29.1 Payment of Interest. ~~Except as required by the Broward County Prompt Payment Ordinance,~~ County shall not be liable for to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim ~~based on or arising from,~~ related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.29.2 Rate of Interest. ~~In any instance where the prohibition or limitations of~~ If the preceding subsection are is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, ~~0.25~~ 0.25% (one quarter of one percent) simple interest (uncompounded).

10.33 E-Verify Certification: Where required by Florida Executive Order, Consultant agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (a) all persons employed during the contract term by Consultant to perform employment duties within

Florida; and (b) all persons (including ~~subcontractors~~Subconsultants) assigned by Consultant to perform work pursuant to this Agreement with County.

16. Article 10, MISCELLANEOUS, of the Agreement is hereby amended by adding the following new section:

10.34 Additional Security Requirements. Consultant certifies and represents that it will comply with the Port Everglades Security Requirements attached hereto and incorporated herein as Exhibit E.

17. Exhibit A, Scope of Work, of the Agreement is hereby supplemented by Exhibit A-1, attached hereto and incorporated into and made part of the Agreement.

18. Exhibit B, Salary Costs, of the Agreement is hereby retitled as "Maximum Billing Rates", and supplemented by Exhibit B, attached hereto and incorporated into and made part of the Agreement.

19. Exhibit B-1 of the Agreement is hereby supplemented by Exhibit B-1, Reimbursables for Direct Non-Salary Expenses, attached hereto and incorporated into and made part of the Agreement.

20. Exhibit D of the Agreement is hereby deleted and replaced with Exhibit D, attached hereto and incorporated into and made part of the Agreement.

21. Exhibit E, Port Everglades Security Requirements, is attached hereto and incorporated into and made part of the Agreement.

22. Preparation of this First Amendment to the Agreement 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 any other.

23. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect and are to be performed at the level specified in the Agreement.

24. This First Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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IN WITNESS WHEREOF, the Parties have made and executed this First 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 Vice President, 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__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By Carlos De La Guerra 5.30.17
Signature (Date)
CARLOS DE LA GUERRA
RISK MANAGEMENT & CONT'
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

By Al A. DiCalvo 5/31/17
Al A. DiCalvo (Date)
Assistant County Attorney

Russell J. Morrison 5/31/17
Russell J. Morrison (Date)
Senior Assistant County Attorney

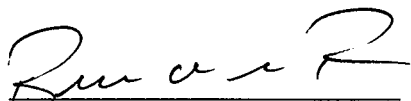
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FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND ATKINS NORTH AMERICA, INC., FOR CAPITAL PROJECT MANAGER SERVICES (RFP # R1351804P1)

Consultant

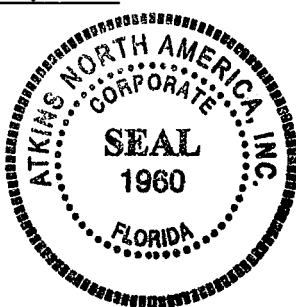
ATTEST:



Corporate Secretary
Rene de los Rios
Assistant Secretary

(Print/Type Name)

(Corporate Seal)



OR

WITNESSES:

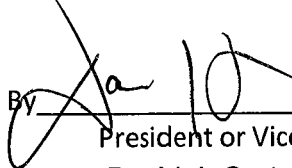
Signature

Print/Type Name

Signature

Print/Type Name

ATKINS NORTH AMERICA, INC.

By 

President or Vice-President
David J. Carter
Vice President

(Print/Type Name and Title)

30th day of May, 2017.

EXHIBIT A-1 SCOPE OF WORK

The following projects description replaces the project description in Exhibit A of the Agreement.

1 PROJECTS DESCRIPTION

The Construction Project Manager (CPM) will assist in the management of the projects for the Marine Infrastructure Program, 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 wall 175' south of its current location, constructing a new bulkhead to accommodate a 50' design depth, strengthening or replacing the west, north, and east walls surrounding and adjacent to slip 1 and adding cathodic protection on all new or strengthened walls. This project will require extensive coordination with South Florida Petroleum Services (SFPS), Port Everglades Environmental Corporation (PEECO) and Liquid Petroleum Gas (LPG) agencies, as well as close work coordination with petroleum section industry at Port Everglades.
- b. Southport Turning Notch Expansion: Project includes westward expansion of the existing turning notch allowing for the creation of up to six (6) new berths for containerized cargo. Construction will include; new sheet pile bulkhead walls, new utility and storm systems, new upland pavement and lighting, removal of and existing landfill and mangrove swamp, dredging of the notch extension to depth.
- c. Southport Gantry Cranes – Landside Improvements: Project includes upgrades to the existing container gantry crane system capacity in Southport to provide for 5th generation New-Panamax vessels to be able operate at Berth 30 and Berth 31/32. The new cranes capable of unloading these vessels are required to be larger and taller than the cranes currently in Southport and require improvements to the existing landside infrastructure. Including, but not limited to:
 - Foundation
 - Crane Rails
 - Electric Service
 - Addition to Existing Southport Crane Maintenance Facility
- 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 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 ageing bulkheads along the north side of Slip 1, known as Berths 7 and 8 and along the western end of Slip 1, known as Berth 8A. The length of the new bulkhead work along the north and west sides of Slip 1 will be approximately about 1,200 and 300 feet respectively, for a total project length of 1,500 feet. The new bulkhead system which will be constructed waterward of the existing bulkheads would 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 dockside and landside mooring bollards, new high energy absorption dock fenders, dockside utility upgrades, as well as, limited site improvements including grading, drainage and paving. The project will require close coordination with South Florida Petroleum Services (SFPS), Port Everglades Environmental Corporation (PEECO) as well as, coordination with the petroleum sector industry at Port Everglades and the US Army Corps of Engineers.
- f. Midport - Cruise Terminal 25 Renovations: This project will include a new two-story addition 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:
- main entry lobby
 - second floor embarkation area
 - elevated concourse and gangways
 - ground floor debarkation area

The project will include the demolition of both 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 will be planned, 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.
- 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 ICTF Rail Yard in Southport. The \$12.1M 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 both 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 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 two 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 container vessel Berths 31 and 32 to accommodate the future deepening of the Intracoastal Waterway to 50 feet. The project will include the design, permitting and construction of approximately 2,000 linear feet 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 close coordination with the Port Operations and Southport cargo business partners, the US Army Corps of Engineers and numerous other project stakeholders.
- k. Portwide Navigational Improvements: This project will be administrated by the US 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 Intercostal 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 existing bulkheads have been in service far beyond their design service life and repairs are no longer cost effective. The replacement bulkheads will be designed to accommodate future channel and berth deepening, as well as to accommodate the future 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 commencing with the older berths. 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 and a cathodic protection system.

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
FIELD OFFICE - MAXIMUM BILLING RATES**

Project No: RFP# R1351804P1
 Project Title: Capital Project Manager Services
 Consultant/
 SubConsultant: Nova Consulting, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
Principal	\$95.00		2.32		\$220.40
Chief Professional Engineer	\$85.00		2.32		\$197.20
Senior Project Manager	\$82.00		2.32		\$190.24
Project Manager	\$60.00		2.32		\$139.20
Assistant Project Manager	\$35.00		2.32		\$81.20
Senior Project Engineer	\$56.00		2.32		\$129.92
Project Engineer	\$36.00		2.32		\$83.52
Staff Project Engineer	\$31.00		2.32		\$71.92
Engineering Intern	\$27.00		2.32		\$62.64
Senior Project Scientist/Environmental	\$50.00		2.32		\$116.00
Project Scientist/Environmental	\$34.00		2.32		\$78.88
Technician	\$25.00		2.32		\$58.00
Sr. Document Control	\$50.00		2.32		\$116.00
Document Control	\$35.00		2.32		\$81.20
Sr. Scheduler	\$50.00		2.32		\$116.00
Scheduler	\$35.00		2.32		\$81.20
Construction Manager	\$68.00		2.32		\$157.76
Senior Construction Inspector	\$50.00		2.32		\$116.00
Sr. Field Inspector	\$45.00		2.32		\$104.40
Field Inspector	\$30.00		2.32		\$69.60
Project Controls/IT Manager	\$55.00		2.32		\$127.60
Senior GIS/CAD Specialist	\$50.00		2.32		\$116.00
GIS/CAD Specialist	\$30.00		2.32		\$69.60
Clerical/Administration	\$35.00		2.32		\$81.20

Multiplier of 2.32 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (62.28%)

FRINGE = HOURLY RATE X FRINGE (48.28%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10%)

MULTIPLIER - (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

**EXHIBIT B
HOME OFFICE - MAXIMUM BILLING RATES**

Project No: RFP# R1351804P1
 Project Title: Capital Project Manager Services
 Consultant/
 SubConsultant: Nova Consulting, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
Principal	\$95.00		2.79		\$265.05
Chief Professional Engineer	\$85.00		2.79		\$237.15
Senior Project Manager	\$82.00		2.79		\$228.78
Project Manager	\$60.00		2.79		\$167.40
Assistant Project Manager	\$35.00		2.79		\$97.65
Senior Project Engineer	\$56.00		2.79		\$156.24
Project Engineer	\$36.00		2.79		\$100.44
Staff Project Engineer	\$31.00		2.79		\$86.49
Engineering Intern	\$27.00		2.79		\$75.33
Senior Project Scientist/Environmental	\$50.00		2.79		\$139.50
Project Scientist/Environmental	\$34.00		2.79		\$94.86
Technician	\$25.00		2.79		\$69.75
Sr. Document Control	\$50.00		2.79		\$139.50
Document Control	\$35.00		2.79		\$97.65
Sr. Scheduler	\$50.00		2.79		\$139.50
Scheduler	\$35.00		2.79		\$97.65
Construction Manager	\$68.00		2.79		\$189.72
Senior Construction Inspector	\$50.00		2.79		\$139.50
Sr. Field Inspector	\$45.00		2.79		\$125.55
Field Inspector	\$30.00		2.79		\$83.70
Project Controls/IT Manager	\$55.00		2.79		\$153.45
Senior GIS/CAD Specialist	\$50.00		2.79		\$139.50
GIS/CAD Specialist	\$30.00		2.79		\$83.70
Clerical/Administration	\$35.00		2.79		\$97.65

Multiplier of 2.79 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (94.56%)

FRINGE = HOURLY RATE x FRINGE (59.44%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10%)

MULTPLIER - (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

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

ITEM	DESCRIPTION	MAXIMUM RATE	UNIT
1. JOBSITE VEHICLES		\$900.00	Per Month/ Vehicle
2. TECHNOLOGY AND IT COST			
	SOFTWARE	\$15,000.00	Per Year
	INTERNET SERVICE	\$950.00	Month
	COPIER/SCANNER	\$550.00	Month
	OFFICE SUPPLIES	\$350.00	Month
	CELL PHONES (NOVA and RADISE)	\$125.00 ea.	Month
	COMPUTER (RADISE)	\$50.00	Month
3. OFFICE, POSTAGE			
	OFFICE MAINTENANCE	\$200.00	Month
	MAIL, POSTAGE, COURIER FEE	\$75.00	Month
4. SAFETY			
	PERSONAL SAFETY EQUIPMENT	\$140.00	Per Person
5. DIVE SERVICES			
	3- MAN CREW	\$2,500.00	Per Day
	4- MAN CREW	\$3,350.00	Per Day

Exhibit B-1

ITEM	DESCRIPTION	MAXIMUM RATE	UNIT
6.1 SOIL TESTING			
1.	Field Density Test (five [5] minimum)	\$33.00	Test
2.	Standard Proctors	\$158.00	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	\$190.00	Set
2.	Additional Concrete cylinders	\$30.00	Cyl.
3.	Concrete Compression test only [delivered to lab]	\$20.00	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)	\$66.50	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	\$415.00	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')	\$21.00	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')	\$6.25	LF
	(50' - 100')	\$7.25	LF
6.	Casing (0 - 50')	\$7.25	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 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)	\$36.00	LF

Insurance Requirement for Port Everglades Capital Projects Project Manager Services

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 2 mil
	Personal Injury		
AUTO LIABILITY <input type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$ 5 mil	\$
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> U.S. Longshore & Harbor Workers' Act <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	<i>U.S. Longshore & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water</i>
	(each accident)	\$ 1 mil	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	(each accident)	\$ 5 mil	\$ 5 mil
	Extended reporting period	3 years	
<input type="checkbox"/> Inland Marine Coverage - Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible:	\$10 k	
<input type="checkbox"/> Miscellaneous Coverage - Hull & Machinery (Collision liability with other watercraft)	Maximum Deductible:	\$10 k	
	Minimum coverage		
Broward County must be Certificate holder and endorsed as an Additional Insured except WC. Reference: Capital Project Manager Services			

NOTE: Proof of workers' compensation exemption is required in the form of a letter on company letterhead or a State exemption certificate.
CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder.

Certificate Holder:
Broward County
 1850 Eller Drive
 Fort Lauderdale, FL 33316
 Attn: Patrick Szutar



CARLOS DE LA GUERRA
 RISK MANAGEMENT & CONTRACTS
 BUSINESS ADMINISTRATION DIVISION
 PORT EVERGLADES

Digitally signed by CARLOS DE LA GUERRA
 DN: dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=PEV, ou=Users,
 cn=CARLOS DE LA GUERRA
 Date: 2017.05.04 09:17:13 -0400
 Adobe Acrobat version: 11.0.19

Risk Management Division

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

EXHIBIT E
SECURITY REQUIREMENTS – PORT EVERGLADES

The Department of Port Everglades requires persons to present, at Port entry, a valid driver's license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than five (5) times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604 or (954) 765-4225.

- A. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must demonstrate a need for access to the dock apron. Requests shall be investigate, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

- B. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-866-347-8371, or go online to <https://universalenroll.dhs.gov/twic-home>.