

SECOND AMENDMENT TO
AGREEMENT

Between

BROWARD COUNTY

and

CDM SMITH INC.

for

CONSULTANT SERVICES FOR
NORTH REGIONAL WASTEWATER TREATMENT PUMPING SYSTEM AND
SEPTAGE RECEIVING FACILITY UPDATING

RLI # Y1099512R1

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RLI # Y1099512R1

This is the Second Amendment to the Agreement dated January 7, 2014 ("Second Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY") and CDM SMITH INC., a foreign corporation authorized to conduct business in the State of Florida ("CONSULTANT") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated January 7, 2014, for Consultant Services for the North Regional Wastewater Treatment ("NRWWT") Pumping System and Septage Receiving Facility Updating project (the "Agreement"); and

WHEREAS, the Parties amended the Agreement on June 23, 2015, to provide for basic services for improvements to additional pumping stations related to the NRWWT Plant Pumping System and Septage Receiving Facilities (the "First Amendment"); 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 again to amend the Agreement to provide for basic services for improvements to additional pumping stations related to the NRWWT Plant Pumping System and Septage Receiving Facilities; and

WHEREAS, COUNTY has determined that the additional services are necessary for the completion of the Project; and

WHEREAS, the Parties met and negotiated the Scope of Services and fees for the additional design services all in accordance with the Broward County Procurement Code and this Second Amendment incorporates the results of such negotiation; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, 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. Article 3, Sections 3.1 and 3.3, and Article 4, Sections 4.1, 4.2, and 4.6 respectively, are hereby amended by replacing all references to Exhibit "A" and "A-1" to read Exhibits "A," "A-1," and "A-2."
3. Article 5, Compensation and Method of Payment, Section 5.1 as amended by the First Amendment, is hereby amended to read as follows:

5.1 AMOUNT AND METHOD OF COMPENSATION

5.1.1 Maximum Amount Not-to-Exceed Compensation

Compensation to CONSULTANT for the performance of Basic Services as identified in Exhibits "A" and "A-1," and "A-2," and as otherwise required by this Agreement, shall be based upon the Salary Costs as described in Section 5.2 and as follows: up to a maximum amount not-to-exceed of Two Million Two Hundred Seventy-one Thousand Five Hundred Dollars (\$2,271,500) for services detailed in Exhibit "A," Attachments 1 thru 4, and up to a maximum amount not-to-exceed of One Million Four Hundred and Seventy-nine Thousand Nine Hundred Fifty-four Dollars (\$1,479,954) for services detailed in Exhibit "A-1," Attachments 5 thru 10, and up to a maximum amount not-to-exceed of Two Million One Hundred Ninety-two Thousand Five Hundred Ninety-five Dollars and 57/100 (\$2,192,595.57) for services detailed in Exhibit "A-2," Attachments 11 through 14. 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

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5.1.3 Optional Additional Service

COUNTY has established an amount of One Hundred Fifty Thousand Dollars (\$150,000) for the performance of additional Basic Services as identified in Task 5 of Exhibit "A" and One Hundred Thousand Dollars (\$100,000) for the performance of additional Basic Services as identified in Task 5 in Exhibit "A." Services provided under Task 5 shall be payable on a "Maximum Amount Not-To-Exceed" or "Lump Sum" basis, or combination thereof, based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under this task must be initiated by a separate written Notice to Proceed issued by the Contract Administrator. Any unused amounts shall be retained by COUNTY.

5.1.4 Reimbursable Expenses

COUNTY has established a maximum amount not-to exceed of One Hundred Twenty two Thousand Six Hundred Dollars (\$122,600) for potential reimbursement expenses as identified in Exhibit "A" and "A-1" and Fifty Thousand Dollars (\$50,000) for potential reimbursement expenses as identified in Exhibit "A-2." ~~for p~~Potential reimbursement expenses may be utilized pursuant to Section 5.3. Unused amounts to those monies established for reimbursable expenses shall be retained by COUNTY.

...

4. Article 5, Compensation and Method of Payment, Section 5.3 Reimbursables, paragraph 5.3.1, as amended by the First Amendment, is hereby amended to read as follows:

5.3.1. In accordance with and pursuant to the Broward County Procurement Code, direct nonsalary expenses, entitled Reimbursables, directly attributable to the Project, and as not otherwise specified in Exhibits "A," "A-1," and "A-2," may be charged at actual cost with prior written approval by the Contract Administrator, and shall be limited to the following:

...

5. Article 5, Compensation and Method of Payment, Section 5.5 Method of Payment, is hereby deleted and replaced with the following:

5.5.1 COUNTY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper statement as defined by COUNTY's Prompt Payment Ordinance.

5.5.2 Final payment for the Project must be approved by the Director of the Broward County Purchasing Department.

5.5.3 Payment will be made to CONSULTANT at:

P.O. Box 100902
Atlanta, GA 30384-0902

6. Exhibits "A," Scope of Services, of the Agreement and Exhibits "A-1," Scope of Services of the First Amendment is supplemented by Exhibit "A-2," Scope of Services of the Second Amendment attached hereto and incorporated herein.
7. Preparation of this Second Amendment was 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.
8. Except to the extent modified herein, the Agreement and First Amendment shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions set forth in the Agreement or in the First Amendment, the Parties hereby agree that this document shall control.
9. This Second Amendment 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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Words in ~~struck-through~~ type are deletions from existing text.
Words in underscoring type are additions to existing text.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 CDM SMITH 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
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Tim Erwin 3/22/17
Signature (Date)

By Angela B. Benjamin 3/22/17
Angela F. Benjamin (Date)
Assistant County Attorney

Tim Erwin Property Specialist
Print Name and Title Above

Michael J. Kerr 3/23/17
Michael J. Kerr (Date)
Deputy County Attorney

AFB/hb
03/06/17
2017-02-06 SECOND AMENDMENT to CDM Smith AGREEMENT - 03.06.17.doc
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SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CDM SMITH INC. FOR CONSULTANT SERVICES FOR NORTH REGIONAL WASTEWATER TREATMENT PUMPING SYSTEM AND SEPTAGE RECEIVING FACILITY UPDATING, RLI # Y1099512R1.

CONSULTANT

ATTEST:

CDM SMITH INC.

Mario J. Marcaccio
Secretary

By Kevin C. Leo
Associate/Client Service Leader
Vice President
Kevin C. Leo, P.E., BCEE
~~Suzanne E. Meehler P.E., BCEE~~
CDM Smith

MARIO J. MARCACCIO
(Please Type Name of Secretary)

CORPORATE SEAL



13 day of March, 2017.

Professional Services Agreement

EXHIBIT A-2, SCOPE OF WORK

ATTACHMENT 11:

Master Pump Station 454 Rehabilitation Design, Bid, Construction Management

Project No: 9113 RLI No. Y1099512R1 (100863)
Project Title: North Regional Wastewater Treatment Pumping System and Septage Receiving
Facility Updating
Facility Name: North Regional Wastewater Treatment Plant

PROJECT DESCRIPTION

Broward County Water and Wastewater Services required improvements for Master Pump Station 454 as part of the Broward County Water and Wastewater Services Capital Improvements Program. The Capital Improvements Program identifies an update to this station as recommended in the Regional Wastewater Transmission system Expansion Report. Upgrades to Master Pump Station 454 are required to meet projected build out conditions of the station, to replace equipment that has reached the end of its useful life, and miscellaneous improvements aimed at decreasing operation and maintenance costs.

PROJECT SITE

The project site is located at 4201 W. Commercial Boulevard, Tamarac, Florida 33319

BASIC SERVICES

CONSULTANT shall prepare construction documents and provide construction management services as outlined in Task 2 through Task 4 of Exhibit A to the Professional Services Agreement. Master Pump Station 454 Rehabilitation shall include the major elements presented in the County Design Report/Schematic Design dated December, 2015. However, the discharge of the surge release valve will go into a new 3,000-gallon below-ground pre-cast concrete wet well and not into the existing discharge pipe gallery. A new biological odor control system similar to Retail PS221 will be connected to the air space of the new 3,000-gallon below-ground pre-cast concrete wet well.

SCHEDULE

The estimated schedule duration is as follows:

Task 2 - Design and Construction Document – 270 Calendar Days

Task 3 – Bidding and Award of Contract – 180 Calendar Days

Task 4 – Construction Management Services – 605 Calendar Days

Professional Services Agreement

EXHIBIT A-2, SCOPE OF WORK

ATTACHMENT 12:

Master Pump Station 221 Rehabilitation Construction Management

Project No: 9151 / RLI No. Y1099512R1 (100883)
Project Title: North Regional Wastewater Treatment Pumping System and Septage Receiving Facility Updating
Facility Name: North Regional Wastewater Treatment Plant

PROJECT DESCRIPTION

Broward County Water and Wastewater Services required improvements for Master Pump Station 221 as part of the Broward County Water and Wastewater Services Capital Improvements Program. The Capital Improvements Program identifies an update to this station as recommended in the Regional Wastewater Transmission System Expansion Report. Upgrades to Master Pump Station 221 are required to meet projected build out conditions of the station, to replace equipment that has reached the end of its useful life, and miscellaneous improvements aimed at decreasing operation and maintenance costs.

PROJECT SITE

The project site is located at 1961 NE 48th Street, Pompano Beach, Florida 33064.

BASIC SERVICES

CONSULTANT shall provide construction management services as outlined in Task 4 of Exhibit A to the Professional Services Agreement.

SCHEDULE

The estimated schedule duration is as follows:

Task 4 – Construction Management Services – 605 Calendar Days

Professional Services Agreement

EXHIBIT A-2, SCOPE OF WORK

ATTACHMENT 13:

Septage Receiving Facility Operations/Administration Improvements Design, Bid, Construction Management

Project No: 9214 / RLI No. Y1099512R1 (100937)
Project Title: North Regional Wastewater Treatment Pumping System and Septage Receiving
Facility Updating
Facility Name: North Regional Wastewater Treatment Plant

PROJECT DESCRIPTION

Broward County Water and Wastewater Services required improvements for a Septage Receiving Facility as part of the Broward County Water and Wastewater Services Capital Improvements Program. The Capital Improvements Program identifies an update to this Facility as recommended in the Regional Wastewater Transmission System Expansion Report. Septage Receiving Facility Operations/Administration Improvements is required to meet changes in space usage over the life of the complex consisting of new booster pumps, new backup power generator, new truck clean-out station, new building, and re-purpose the existing building aimed at decreasing operation and maintenance costs.

PROJECT SITE

The project site is located at 3100 North Powerline Road, Pompano Beach, Florida 33065.

BASIC SERVICES

CONSULTANT shall prepare construction documents and provide construction management services as outlined in Task 2 through 4 of Exhibit A to the Professional Services Agreement. Septage Receiving Facility Operations/Administration Improvements. The following will also be included in the project.

Replacement of the reuse water booster pump station with two pumps (one duty, one standby) within the septage receiving complex. Power, control, and structural slab on-grade for the reuse water booster pump station will be included.

A new 200-kilo-watt, skin-tight, self-enclosed, backup power generator for the most of the key components of the complex, with a fuel storage belly tank.

A new truck clean-out station located along the west side of the complex, to replace the existing truck clean-out station.

The major elements presented in the County Design Report/Schematic Design dated December, 2015 for the new building will be implemented, with the located to be shifted to the west side of the complex and the COUNTY will re-arrange the rooms layout.

Remove existing building exterior windows. Remove interior upper/lower cabinets, laboratory equipment, shelving, filing cabinets, tables, work stations, dishwasher, refrigerator, and microwave. Terminate both interior water inlets. Replace missing vinyl tile flooring. Paint the exterior and interior walls.

SCHEDULE

The estimated schedule duration is as follows:

Task 2 – Design and Construction Documents – 270 Calendar Days

Task 3 – Bidding and Award of Contract – 180 Calendar Days

Task 4 – Construction Management Services – 605 Calendar Days

Professional Services Agreement

EXHIBIT A-2, SCOPE OF WORK ATTACHMENT 14:

Regional Master Meter Improvements - Construction Management Services

Project No: 9232 / RLI No. Y1099512R1 (100955)
Project Title: North Regional Wastewater Treatment Pumping System and Septage Receiving
Facility Updating
Facility Name: North Regional Wastewater Treatment Plant

PROJECT DESCRIPTION

Broward County Water and Wastewater Services owns and operates wastewater billing meters for measuring the flow rate of wastewater into the County's collection system. The readings from the billing meters are used to calculate periodic utility bills for each customer. An automatic remote meter reading system (a telemetry system) based on licensed VHF radio communications was installed in the early 1990's. In January 2010 about 80% of the billing meters were equipped with remote telemetry units (RTUs manufactured by DuTEc) that transmit their flow data to the base station telemetry system server (Johnson Controls Model JC50000) located at the North Regional Wastewater Treatment Plant (NRWWTP). The wastewater billing meters not equipped with RTU are manually read by County staff. The existing RTUs are becoming increasingly difficult to maintain due to limited availability of replacement parts and technical support.

PROJECT SITE

The base station site is located at 2555 W Copans Road, Pompano Beach, FL 33069. The Regional Master Meters are located throughout the County.

BASIC SERVICES

The CONSULTANT shall provide construction management services as outlined in Task 4 of Exhibit A to the Professional Services Agreement.

SCHEDULE

The estimated schedule duration is as follows:

Task 4 – Construction Management Services – 730 Calendar Days