

FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CAROLLO ENGINEERS, INC. FOR CONSULTANT ENGINEERING SERVICES FOR POTABLE WATER STORAGE TANKS AND PUMPING SYSTEMS (RFP # R1220410P1)

This Fourth Amendment ("Fourth Amendment") to the June 23, 2015, Agreement for Consultant Engineering Services for the Potable Water Storage Tanks and Pumping Systems Project (the "Agreement") between Broward County ("County"), a political subdivision of the State of Florida, and Carollo Engineers, Inc. ("Consultant"), a foreign corporation authorized to conduct business in the State of Florida (collectively the "Parties"), is entered into as of the date it is fully executed by the Parties ("Effective Date").

Recitals

A. On June 23, 2015, the Parties entered into an agreement for Consultant Engineering Services for the Potable Water Storage Tanks and Pumping Systems project (the "Project").

B. On February 9, 2016, the Parties entered into a First Amendment to the Agreement to provide for additional services for Phase II (design, permitting, and bidding assistance) and Phase III (engineering services during construction for various facilities in Districts 3A and 1B1) of the Project, and to provide for optional additional services.

C. On September 20, 2016, the Parties entered into a Second Amendment to the Agreement to provide for additional services for Phase I (design assessment), Phase II (design, permitting, and bidding assistance), and Phase III (engineering services during construction of the District 2A new ground storage facility) of the Project, and to provide for optional additional services.

D. On October 9, 2017, the Parties entered into a Third Amendment to the Agreement to provide for additional services for Phase II (design, permitting, and bidding assistance) of the Project including modification of the design plans for the chemical feed systems and addition of canopies (the Agreement and its three amendments are collectively referred to as the "Amended Agreement").

E. The Parties desire to amend the Amended Agreement to provide additional services for Phase III (engineering services during construction) of the Project.

F. County has determined that the additional services for Phase III engineering services during construction are necessary for the completion of the Project.

G. The Parties met and negotiated the Scope of Services and fees for the additional engineering services during construction, all in accordance with the Broward County Procurement Code, and this Fourth Amendment incorporates the results of such negotiation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct.
2. Unless otherwise stated, words in ~~struck through~~ type are deletions from existing text and words in underline type are additions to existing text.
3. Article 3, Sections 3.1 and 3.3, and Article 4, Sections 4.1 and 4.2, of the Amended Agreement are hereby amended by replacing all references to Exhibits "A," "A(1)," "A(2)," and "A(3)" to read Exhibits "A," "A(1)," "A(2)," "A(3)," and "A(4)."
4. Article 5, Compensation and Method of Payment, Section 5.1, Amount and Method of Compensation, of the Amended Agreement is hereby amended, in part, to read as follows (original underlining and bold omitted):

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 identified in Exhibits A, A(1), ~~and A(2), and A(3), and A(4)~~, 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, as follows: \$240,152.00 for services related to Exhibit A, Tasks 1 – 4, \$2,582,588.00 for services related to Exhibit A(1), Tasks 1, 3, 6, and 8, and \$545,969.00 for services related to Exhibit A(2), Tasks 2, 7, 11, 12, and 13, ~~and \$73,695 for services related to Exhibit A(3), Tasks 1 – 12, and Five Hundred Forty-two Thousand Nine Hundred Seventy-nine Dollars and 73/100 (\$542,979.73) for services related to Exhibit A(4), Tasks 1 – 3.~~ 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 [Intentionally Left Blank.]

5.1.3 Optional Additional Service. County has established an amount of ~~\$60,000.00~~ Ninety Thousand Dollars (\$90,000.00) for the performance of additional Basic Services as identified in Task 10 of Exhibit A(1), ~~and Task 14 of Exhibit A(2), and Task 4 of Exhibit A(4).~~ Services provided under these task shall be payable on a "Maximum Amount Not-To-Exceed" basis, based upon the Salary Costs as described in Section 5.2, up to the specified amount. Services performed under these tasks 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 ~~\$120,775.00~~ One Hundred Twenty Two Thousand Two Hundred

Seventy-five Dollars (\$122,275.00) 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. Article 5, Compensation and Method of Payment, Section 5.3, Reimbursables, of the Amended 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 Exhibits A, A(1), A(2), ~~and A(3)~~, and A(4), expressly provide 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.

6. Exhibits "A," "A(1)," "A(2)," and "A(3)," Scope of Services, of the Amended Agreement are hereby supplemented by Exhibit "A(4)," attached hereto and incorporated herein.

7. Preparation of this Fourth Amendment 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.

8. Except to the extent modified herein, the Amended Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Fourth Amendment and the terms and conditions set forth in the Amended Agreement, this Fourth Amendment shall control.

9. This Fourth Amendment shall be effective upon execution by the Parties, and may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth 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 _____, signing by and through its _____, 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__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By CPounall 09/12/18
Signature (Date)


By KB 09/13/18
Keoki Baron (Date)
Asst. County Attorney

Colleen Pounall Risk Analyst
Print Name and Title above

FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CAROLLO ENGINEERS, INC., FOR CONSULTANT ENGINEERING SERVICES FOR POTABLE WATER STORAGE TANKS AND PUMPING SYSTEMS (RFP # R1220410P1)

CONSULTANT

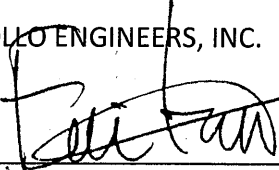
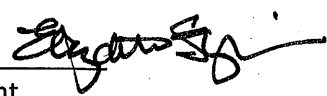
ATTEST:



Secretary

Michael W. Barnes

CAROLLO ENGINEERS, INC.

By  
SR Vice President/Vice President

Eric P. Leveque / Elizabeth Fuyikawa
(Please Type Name and Title)

6th day of September, 2018.

CORPORATE SEAL

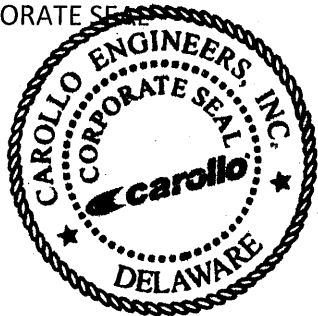


EXHIBIT A(4) SCOPE OF WORK

In addition to work provided in Exhibits A, A(1), A(2), and A(3), Carollo Engineers, Inc. ("Consultant") is responsible for the following Engineering Services During Construction ("ESDC") work:

District 3A - High Service Pump Station and Ground Storage Tank (Construction Phase)

Task 1 - Additional ESDC at Site 3A

1.1 Additional resident inspector services:

- Provide a senior field professional at Site 3A for twenty (20) hours a week during an assumed five (5) month period for the construction of the high service pump station. It is assumed that the pump stations at Site 3A and Site 1B1 will be constructed concurrently.
- Provide a civil inspector at Site 3A for twenty (20) hours a week for the sixty (60) days between substantial completion and final completion.

1.2 Additional services are to be performed due to the addition of the following work to the project: canopies above doorways on the pump station, a new sewer line to serve the Administration Building and LS 300, temporary water lines for existing chemical systems, relocation of existing chlorine monitoring instruments, a new drain line for the existing storage tank, relocation of the Florida Power and Light flow meter panel, new fiber optic loop, and electrical duct bank modifications to accommodate as-built conditions from the Facility 3A Lime Process Demolition Project.

- The additional services will require review of additional submittals, observation of the work, potential requests for information ("RFIs") and change orders, review of associated operation and maintenance ("O&M") Manuals, and review of record drawings.

1.3 Consultant shall coordinate with the City of Dania Beach Building Department to assist the Contractor in obtaining the construction permit. Services include responding to drawing review comments by the Building Department, discussing any changes with County, revising the drawings as required, providing calculations as required, and signing and sealing the revised drawings and calculations, as required.

1.4 As part of the services provided hereunder, Consultant shall witness the disinfection and bacteriological testing of the new storage tank and potable water pipes, and prepare submittals for the Florida Department of Health in Broward County.

District 1B1 - High Service Pump Station and Ground Storage Tank (Construction Phase)

Task 2 - Additional ESDC at Site 1B1

- 2.1 Consultant shall provide the following additional services due to an additional five (5) months of construction duration:
- Five (5) additional months of project administration, including management of monthly progress meetings, review of schedules, review of pay applications, and responses to RFIs.
 - Five (5) additional months of construction visits estimated at thirty-two (32) hours per month at the direction of Consultant.
- 2.2 Consultant shall provide the following additional resident inspector services:
- A senior field professional at Site 1B1 for twenty (20) hours a week during an assumed five (5) month period for the construction of the high service pump station. It is assumed that the pump stations at Site 3A and Site 1B1 will be constructed concurrently.
 - A civil inspector at Site 1B1 for twenty (20) hours a week for the sixty (60) days between substantial completion and final completion.
- 2.3 Consultant shall perform the following additional services due to the addition of canopies above doorways on the pump station, a new drain line for the existing storage tank, coating of the existing storage tank, and removal of lime sludge from soils below the proposed storage tank:
- Review of additional submittals, observation of the work, review and respond to potential RFIs and change orders, review of associated O&M Manuals, and preparation of record drawings.
- 2.4 Consultant shall coordinate with the City of Fort Lauderdale's Building Department to assist the Contractor in obtaining the construction permit. Services include responding to drawing review comments by the Building Department, discussing any changes with County, revising the drawings as required, providing calculations as required, and signing and sealing the revised drawings and calculations, as required.
- 2.5 As part of the services provided hereunder, Consultant shall witness the disinfection and bacteriological testing of the new storage tank and potable water pipes and prepare submittals for the Florida Department of Health in Broward County.

District 2A - Ground Storage Tank (Construction Phase)

Task 3 - Additional ESDC at Site 2A

- 3.1 The following additional work is to be performed due to an additional ten (10) months of construction duration, for a total duration of twenty-two (22) months from the issuance of the second Notice To Proceed to final completion:

- Ten (10) additional months of project administration, including management of monthly progress meetings, review of schedules, review of pay applications, and responses to RFIs.
- Ten (10) additional months of construction visits estimated at thirty-two (32) hours per month. Consultant shall determine the appropriate time for each visit.

3.2 Specialty inspection services:

- Consultant shall provide a senior engineer for ninety-six (96) intermittent days for underground and yard piping construction activities, as determined by the Consultant.

3.3 Consultant shall perform the following additional services due to the addition of a passive mixing system to the existing 5.0 MG storage tank, rehabilitation of the existing 5.0 MG storage tank, stormwater drainage improvements, new sodium hypochlorite piping, relocation of an existing wastewater force main, a prefabricated metal enclosure, and a new fiber optic line:

- Review of additional submittals, observation of the work, review of and respond to potential RFIs and change orders, review of associated O&M Manuals, and review of record drawings.
- Three (3) inspection visits for review of the rehabilitation work on the existing 5.0 MG storage tank. Preparation of a single, summary construction punch list based on inspection results.

3.4 Consultant shall coordinate with the City of Pompano Beach Building Department to assist the Contractor in obtaining the construction permit. Services shall include responding to drawing review comments by the Building Department, discussing any changes with County, revising the drawings as required, providing calculations as required, and signing and sealing the revised drawings and calculations, as required.

3.5 Consultant shall witness the disinfection and bacteriological testing of the new storage tank, existing storage tank, and potable water pipes, and prepare submittals for the Florida Department of Health in Broward County.

Miscellaneous

Task 4 - Optional Additional Services

Consultant shall provide additional services, as identified by the Contract Administrator, which are related to but beyond the level of effort of the scope of work outlined above. Services provided under this Task shall be billed on an hourly basis up to the specified amount as authorized by the Contract Administrator, subject to limits set in the Agreement. Services performed under this Task must be initiated by a separate written Notice to Proceed issued by the Contract Administrator.

PROJECT SCHEDULE

The following table indicates the revised construction schedules for each project, in calendar days.

Phase III Schedule (Revisions in Bold)					
Task/Project	Broward Project No.	Construction Start ⁽¹⁾	NPT 2 ⁽²⁾	Construction Complete	Post Construction Complete
3A ESDC	9058 and 9198	NTP	assumed 100 day duration for preconstruction activity	600 day duration -- 700 days from NTP	100 day duration -- 800 days from NTP
1B1 ESDC	9157	NTP	assumed 100 day duration for preconstruction activity	600 day duration -- 700 days from NTP	100 day duration -- 800 days from NTP
2A ESDC	9154	NTP	assumed 100 day duration for preconstruction activity	660 day duration -- 760 days from NTP	100 day duration - - 860 days from NTP
<u>Notes:</u>					
(1) Construction start date is issuance of Notice to Proceed (NTP) to the Contractor.					
(2) NTP 2 is after permits are secured by Contractor.					

REIMBURSABLE EXPENSES

Total for reimbursables is \$1,500, which includes the following document reproduction costs:

- o \$500 for District 3A, Task 1,
- o \$500 for District 1B1, Task 2, and
- o \$500 for District 2A, Task 3.