

**TASK ORDER NO. 34**

Dated this 21 day of March, 2017

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT  
GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT RENEWAL AND  
REPLACEMENT REPORT UPDATE  
CITY PROJECT #12292**

**PROFESSIONAL SERVICES**

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation ("CITY") and CDM Smith Inc., a Massachusetts corporation authorized to transact business in Florida, formerly known as Camp Dresser & McKee Inc. ("CONSULTANT"), is pursuant to the 606-10482 General Wastewater Consulting Professional Architectural – Engineering Services agreement dated May 3, 2011 and expiring on May 2, 2018 ("MASTER AGREEMENT").

**PROJECT BACKGROUND**

The City of Fort Lauderdale's contract with the large users of the Central Regional Wastewater System includes the requirement for the City's wastewater consulting engineer to prepare an annual schedule that projects facility renewal and replacement costs over a 20-year span. This analysis estimates the amount of funding to be set aside by the City for anticipated renewal and replacement expenditure for the Central Regional Wastewater Treatment Facilities.

Under the Broward County Wastewater Facility Plan, developed in March 1978, in accordance with PL 92-500, the City was designated as the lead agent in the Central Wastewater Region to provide wastewater collection and treatment services. The Central Region includes the cities of Fort Lauderdale, Oakland Park and Wilton Manors; the Port Everglades Authority; and portions of Tamarac and the Town of Davie. Participating municipalities and entities own and operate their own wastewater collection systems consisting of gravity sewers, lift stations, and forcemains. The regional facilities, including the George T. Lohmeyer Regional Wastewater Treatment Plant, Repump Station B, and forcemains connecting the Repump Station to the plant, are owned by the City and are designated to intercept wastewater at the point of connection and then transport, treat and dispose of all wastewater collected within the Central Region.

The Agreements with the original Large Users of the Central Regional Wastewater System were signed in 1982; however, the "regional system" was not in full operation until G.T. Lohmeyer Wastewater Treatment Plant expanded to 38 million gallons per day in fiscal year 1984-85. The assumption was made that the end of the first 20-year contract period was fiscal year 2001-02, based on the understanding that the City began serving the large users in fiscal year 1982-83

and that the original Renewal and Replacement Fund Analysis (Hazen and Sawyer, 1983) assumed a 20-year period beginning in 1982.

Agreements between the City and the large users were amended in 2001. The current large users of the Central Regional Wastewater System are the cities of Oakland Park and Wilton Manors; portions of Tamarac and the Town of Davie; and Broward County's Port Everglades Authority. The amended agreements terminate on December 31, 2021. In accordance with Subsection C of Appendix A of the 2001 Large User Agreement Amendment, the replacement cost expenditures may include the following:

- Improvements with expected useful lives of greater or less than 20 years;
- Improvements which expand system capacity;
- Modifications or additions needed to accommodate new improvements which expand system capacity;
- Modification or additions needed to meet new regulatory requirements; and
- Modifications or additions needed to implement operational changes provided the estimated costs of each planned improvement does not exceed \$2 million and it is determined to be in the best interest of the Regional System to fund these improvements for the Renewal and Replacement account.

The collected replacement costs will be deposited into the Replacement and Improvements Reserve Account, as the City has no current Renewal and Replacement account, and replacement expenditures will be made directly from the account. This portion of the larger user's rate will be calculated annually using the following formula:

$$C = \frac{E - R}{Y}$$

Where:

C = the amount of replacement costs to be collected within the year;

E = the expected replacement costs for the subsequent 20-year period as shown by the Consulting Engineer's updated schedule;

R = the balance in the Replacement and Improvements Reserve Account; and

Y = 20 years or the number of years remaining in the expected life of the Regional Treatment Facilities, whichever is less.

In addition to this annual report, the City contracted Burton and Associates in 2011 to perform a cost of services analysis of the Central Regional Wastewater System, which affects large user rates.



## **GENERAL REQUIREMENTS**

### **Quality Control**

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the City the list of sub-consultants that shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The City shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

### **Project Schedule**

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project, and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the CITY, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

## **SCOPE OF SERVICES AND DELIVERABLE**

### **Task 1.0 – Preparation of the Renewal and Replacement Report Update**

The Consultant services shall develop the 2016 Renewal and Replacement Report Update. Consultant Services shall include providing the following activities:

- Interview the operation staff at the wastewater plant and re-pump station;
- Conduct equipment inspections at the wastewater plant and re-pump station;
- Create the draft Section 1 with updated pictures and Exhibit's from last year's report based on above interviews and above equipment inspections;
- Provide internal quality technical review of draft reports;

- Distribute draft report for City review and comments.
- Finalize the annual report with the inclusion of the City comments from draft review; and
- Attend up to four (4) large user meetings and be prepared to answer questions from attendees.

**Deliverables:** The following deliverables shall be provided under Task 1.0:

- One (1) pdf copy of the draft report for City staff review and comments (via FTP or email site)
- One (1) pdf copy of the final report (via FTP or email site)

**Not-to-Exceed:                \$28,410**

#### **CITY'S RESPONSIBILITIES**

1. Provide access to the wastewater plant and re-pump station B and E.
2. Make available Operations staff for the interviews.
3. Provide the estimated Replacement Fund Balance for fiscal year 2016-2017.
4. Provide input for Exhibits 3, 4 and 5.
5. Review the draft Section 1, Exhibit 1, and Exhibit 2 update and provide comments within two (2) weeks.
6. Print and bind final Renewal and Replacement Report Update for internal distribution.

### **PERFORMANCE SCHEDULE**

The CONSULTANT shall commence services immediately after the written Notice to Proceed. A project schedule will be provided by the CONSULTANT showing the anticipated durations of each task. The CONSULTANT shall prepare and provide a schedule in Microsoft Project format for all deliverables and milestones. The CONSULTANT shall prepare and submit a draft Exhibit 3 within 30 business days of written Notice to Proceed (NTP). The CONSULTANT shall prepare and submit a draft report within 70 business days from receiving a written NTP. The final report shall be submitted to the City within 10 business days from receiving the City's draft comments. The Consultant shall also attend the 2017 quarterly large user meetings, on an on-call, as-needed basis. The time of completion of this Task Order may be extended through the City's Contract Administration.

### **METHOD OF COMPENSATION**

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's account payable department via email (AcctsPayable@fortlauderdale.gov). Pay application requests shall be submitted monthly.

### **TERMS OF COMPENSATION**

Services will be provided for the following Not-to-Exceed amounts:

Task No.	Task Title	Labor Fees
1.0	Preparation of Renewal and Replacement Report Update	\$28,410.00
	<b>Task No. 34 Total NTE</b>	<b>\$28,410.00</b>

The total number of hours and fees for this Task Order are 198 and \$28,410.



### **CITY CONTACTS**

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to [AcctsPayable@FortLauderdale.gov](mailto:AcctsPayable@FortLauderdale.gov) after getting approval from the CITY's Project Manager, Daniel Lizarazo, P.E. All other correspondence and submittals should be directed to the attention the CITY's Project Manager at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

**Daniel Lizarazo, P.E.**  
Project Manager II  
Public Works  
City of Fort Lauderdale  
City Hall, 4<sup>th</sup> Floor Engineering  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
(954) 828-6982  
[dlizarazo@fortlauderdale.gov](mailto:dlizarazo@fortlauderdale.gov)

**Jorge Holguin**  
Senior Project Manager  
Public Works  
City of Fort Lauderdale  
City Hall, 4<sup>th</sup> Floor Engineering  
100 N. Andrews Ave.  
Fort Lauderdale, FL 33301  
(954) 828-5675  
[jholguin@fortlauderdale.gov](mailto:jholguin@fortlauderdale.gov)

### **CONSULTANT CONTACTS**

**Timothy J. O'Neil, P.E., BCEE**  
621 NW 53 Street, Suite 265  
Boca Raton, Florida 33487  
[Oneiltj@cdmsmith.com](mailto:Oneiltj@cdmsmith.com)  
(954) 319-3076

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

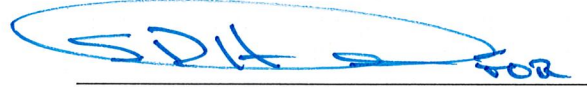
CITY

ATTEST:



\_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

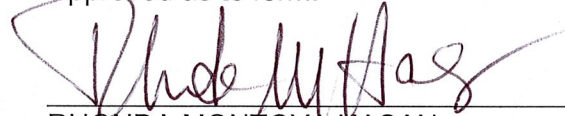
CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida.



\_\_\_\_\_  
LEE R. FELDMAN, City Manager

(SEAL)

Approved as to form:



\_\_\_\_\_  
RHONDA MONTOYA HASAN  
Assistant City Attorney



75 State Street, Suite 701  
Boston, Massachusetts 02109  
tel: 617 452-6000

## CERTIFICATE

I, Mario J. Marcaccio, Clerk of CDM Smith Inc., a Massachusetts corporation, hereby certify that Kevin C. Leo holds the position of Vice President which entitles Mr. Leo to execute, and deliver proposals, contracts and agreements for the performance of professional services in the name and on behalf of CDM Smith Inc. with a value up to \$2 million.

I further certify that the foregoing is consistent with the Contract Signing Authority Policy and with the By-laws of the said corporation.

IN WITNESS WHEREOF, I have executed this certificate and have caused the corporate seal of CDM Smith Inc. to be hereunder affixed on this 6<sup>th</sup> day of April, 2017.

  
Clerk of the Corporation







City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, Rm. 619 • Fort Lauderdale, FL 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

January 26, 2016

CDM Smith Inc. f/k/a Camp Dresser & McKee Inc.  
Attn: Kevin C. Leo  
6365 NW 6<sup>th</sup> Way, Suite 200  
Fort Lauderdale, FL 33309

Email: [leokc@cdmsmith.com](mailto:leokc@cdmsmith.com)

**RE: Contract Extension 606-10482**  
**General Wastewater Consultant Architectural-Engineering Services**

Dear Mr. Leo:

The extension of the contract noted above has been administratively approved. The revised contract expiration date will be **May 2, 2018**. This contract extension will be the first of two possible extension options.

All terms, conditions and specifications of this contract will remain in effect during the extension period, including insurance and/or performance bond coverage requirements.

If insurance is required for this contract, you should review your expiration date(s) at this time to insure that your coverage is current and provide this office with an updated certificate.

We hope this will continue to be a rewarding and profitable business relationship.

Sincerely,

Contract Administration



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

3 4/11/17 L

Today's Date: 4/7/17

DOCUMENT TITLE: Task Order No. 34 / CDM Smith Inc.

COMM. MTG. DATE: 03/21/2017 CAM #: 17-0250 ITEM #: CM-6 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Lizardo Coronado

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office # of originals attached: 3

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/7/17

RMH  
Initials

2) City Clerk's Office: # of originals: 3

Routed to: Gina Ri/CMO/X5013 Date: 4/7/17

3) City Manager's Office: CMO LOG #: Apr 28

Date received from CCO: 4/7/17

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☒ C. LAGERBLOOM ☐  
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM

(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions:

Forward 3 originals to ☐ Mayor ☒ CCO

Date: 4/11/2017

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards 3 original/copy to: Kian Movafaghi, Public Works, Ext. 7818

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO