

Meeting Date: June 28, 2011

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: APPROVAL OF THE FIRST AMENDMENT TO THE CONTINUING CONTRACT FOR ENGINEERING SERVICES WITH CAMP DRESSER & MCKEE INC. FOR WATER AND RECLAIMED WATER TREATMENT PLANT PROJECTS. (NO COST AT THIS TIME)

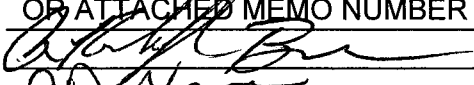
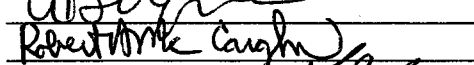
Summary of Purpose and Why:

In a previous Commission action, the ranking of the top four firms submitting on RLI H-47-09 titled "Continuing Contract for Engineering Services for Water and Reclaim Water Treatment Plant Projects." Camp Dresser & McKee Inc. was one of the top ranked firms. This item is for renewal of the contract. The initial term of the contract is one year with up to four (4) annual one year extensions.

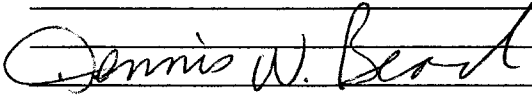
There is no cost associated with the renewal of this contract. Work Authorizations are negotiated on a project by project basis.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Alessandra Delfico/ A. Randolph Brown Ext 4144/7044
- (3) Expiration of contract, if applicable: One Year
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	<u>6/13/11</u>	APPROVE	
Engineering	<u>6-13-11</u>	APPROVE	
Public Works Dir.	<u>6/13/11</u>	APPROVE	<u>Robert McKee (attached)</u>
City Attorney	<u>6/6/11</u>	APPROVE	<u>Memo# 2011-1186</u>

- Advisory Board
- Development Services Director
- City Manager



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____

RESOLUTION NO. 2011- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAMP DRESSER & MCKEE INC. FOR CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND RECLAIMED WATER TREATMENT PLANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Agreement between the City of Pompano Beach and Camp Dresser & McKee Inc. for engineering services for water and reclaimed water treatment plant projects, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Camp Dresser & McKee Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK



City Attorney's Communication #2011-1186

June 6, 2011

TO: Missy Stanley, Engineering Secretary
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney *[Signature]*
RE: Resolution – Camp Dresser & McKee Inc.

Pursuant to your memorandum dated June 3, 2011, Engineering Department Memorandum No. 11-172, I have prepared and attach the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CAMP DRESSER & MCKEE INC. FOR CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND RECLAIMED WATER TREATMENT PLANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me should you have any questions.

[Signature]

JILL R. MESOJEDEC

/jrm
l:cor/engr/2011-1186

Attachment

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2011, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

CAMP DRESSER & MCKEE INC., a corporation authorized to do business in the State of Florida, having its office and place of business at 6365 NW 6th Way, Suite 200, Fort Lauderdale, Florida 33309, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties entered into a Consultant Agreement for Continuing Contract for Engineering Services for Water and Reclaimed Water Treatment Plant Projects on July 20, 2010, ("Original Agreement"), and approved by Resolution No. 2010-248; and

WHEREAS, the CITY and CONSULTANT have agreed to extend the Original Agreement for one (1) additional one-year period;

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement between CITY and CONSULTANT, dated July 20, 2010, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending July 19, 2012.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT":

Witnesses:

[Handwritten Signature]
[Handwritten Signature]

CAMP DRESSER & MCKEE INC.

By: [Handwritten Signature]
Signature

JONATHAN Z. GOLDMAN, PE
Typed, Stamped or Printed Name

ASSOCIATE
Title

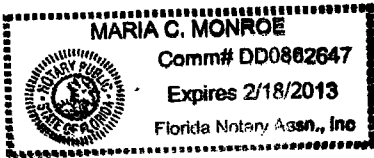
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of June, 2011 by Jonathan Z. Goldman as Associate of CAMP DRESSER & MCKEE INC., on behalf of the corporation. He/She is personally known to

me or who has produced _____
(type of identification) as identification.

NOTARY'S SEAL:



[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA

MARIA C. MONROE
(Name of Acknowledger Typed, Printed or Stamped)

DD0862647
Commission Number

GBL/jrm
5/31/11
l:agr/engr/2011-1132

Exhibit A

July 9, 2009

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST

H-47-09

Pursuant to Florida Statutes, Chapter 287.055(2)(g) (Consultants Competitive Negotiations Act), the City of Pompano Beach, Florida invites qualified engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide:

CONTINUING CONTRACT FOR ENGINEERING SERVICES FOR WATER AND RECLAIMED WATER TREATMENT PLANT PROJECTS

The City intends to issue multiple contracts to engineering firms to provide continuing professional services to the City for various projects. Professional services under this contract will be restricted to those required for any project for which construction costs will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000. The contracts will be for an initial term of one year, with an option for up to four one-year extensions as agreed to by the Consultant(s) and the City.

The types of projects to be undertaken include, but are not limited to:

- Reclaimed Water Treatment Plant Expansion Projects
- Reclaimed Water Treatment Plant Modification and/or Enhancement Projects
- Water Treatment Plant Expansion Projects
- Water Treatment Plant Modification and/or Enhancement Projects

The scope of services may include, but is not limited to, the following:

- Prepare studies and make recommendations on methods of operation and/or treatment.
- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.

Exhibit A

- Prepare all required bidding/construction documents for projects. This will include survey preparations, design plan preparations, technical specification preparations and cost estimate preparations. Attendance at all required pre-design, design, bidding and bid award meetings is required.
- Attend pre-bid conference, prepare possible bid addendums for plan revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City).
- Provide construction engineering/management services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, possible plan revisions and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Exhibit B



CDM
SCHEDULE OF HOURLY BILLING RATES
COST GROUP II

<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
OFFICER	\$ 190.00
PRINCIPAL / ASSOCIATE	\$ 170.00
SENIOR PROFESSIONAL	\$ 150.00
PROFESSIONAL II	\$ 125.00
PROFESSIONAL I	\$ 100.00
<u>PROFESSIONAL SUPPORT SERVICES</u>	
SENIOR SUPPORT SERVICES	\$ 120.00
STAFF SUPPORT SERVICES	\$ 90.00
<u>FIELD SERVICES</u>	
SENIOR PROFESSIONAL	\$ 115.00
PROFESSIONAL	\$ 85.00
<u>PROJECT SUPPORT SERVICES</u>	
PROJECT ADMINISTRATION	\$ 85.00

All subconsultant and other project related expenses are subject to a minimum handling/administrative charge of 10%.

CERTIFIED BY:



ROBERT J. ANTON
CHIEF FINANCIAL OFFICER

~~RATES EFFECTIVE THROUGH JULY 2, 2011~~

JULY 13 2011 THROUGH JULY 13 2012

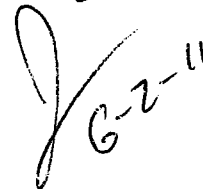

G-2-11

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT PHONE (A/C No. Exp): (866) 283-7322 FAX (A/C No.): (847) 953-5390	
	E-MAIL: PRODUCER (S) / PRODUCER(S) E-MAIL: 10518829	
INSURED CB&D Dresser & McKee Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE Property & Casualty Insurance Co.	NAIC# 20599
	INSURER B: Zurich American Ins Co	NAIC# 16535
	INSURER C: American Zurich Ins Co	NAIC# 40142
	INSURER D: Lloyd's of London	NAIC# 0005FI
INSURER E: INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570041409503 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

TYPE	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL083788235	01/01/2011	01/01/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY/AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS		BAP 8376631-15	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> PRODUCTS <input checked="" type="checkbox"/> RETENTION \$100,000		M00527002 \$2M applies per policy terms & conditions	01/01/2011	01/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR / PARTNER / CONSULTANT / OFFICER/EMEREA EXCLUDED? (If yes, describe under DESCRIPTION OF OPERATIONS below) VAN N N/A		MC837663326	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> BC, STAT-TORY LIMITS OTH EL EACH ACCIDENT \$1,000,000 EL DISEASE-BA EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
D	ENV Prof (ES0)		OK1101367	01/01/2011	01/01/2012	Occurrence USD \$5,000,000 Aggregate USD \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Professional Engineering Services for water and reclaimed water Treatment Plant Projects. City of Pompano Beach, Florida is included as Additional Insured with respect to General and Automobile Liability.

CERTIFICATE HOLDER City of Pompano Beach, Florida 1205 N. E. Fitch Avenue Pompano Beach FL 33060 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier: 570041409503