

BOARD OF COUNTY COMMISSIONERS

DATE: February 10, 2015

AGENDA ITEM NO. 19

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Third and Fourth Amendments - First and Final Term Extension – Waste-to-Energy Consulting Services Contract
Contract No.: 101-0120-CN(RM)

Department:

Solid Waste / Purchasing

Staff Member Responsible:

Kelsi Oswald / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE THIRD AMENDMENT WITH ARCADIS U.S., INC., (ARCADIS) TAMPA, FLORIDA AND THE FOURTH AMENDMENT WITH CDM, SMITH, INC., (CDM) TAMPA, FLORIDA FOR A FIRST AND FINAL TERM EXTENSION FOR WASTE TO ENERGY (WTE) CONSULTING SERVICES ON A CONTINUING BASIS.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AMENDMENTS AND THE CLERK ATTEST.

Summary Explanation/Background:

The Board originally awarded this contract for WTE consulting services to Arcadis and CDM on June 27, 2011, for a term of forty-eight (48) months with provision for one (1) twelve (12) month term extension.

This request is to exercise the first and final term extension with an amended term that extends the agreement for eighteen (18) months. The addition of six (6) months to the extension term is requested specifically for:

- Several Technical Recovery Plan Projects are in the design or construction phase (replace/repair air pollution control equipment, boiler reconditioning, general facility repair) where Arcadis and CDM have been utilized as design consultants. The time frame for completing design and/or construction will exceed the term of the original twelve (12) month extension; it is prudent to retain the consultants until project completion.
- Requirements associated with transition activities are taking place between the current WTE service operator, Green Conversion Systems and Covanta Projects, LLC, the new WTE service operator; Arcadis and CDM have historical and technological knowledge vital to the successful completion of this on-going work.

Both vendors' services have been satisfactory and it is recommended that the first and final term extension be exercised with an eighteen (18) month term.

The term for the extension period is effective June 27, 2015 and continues until December 27, 2016.

Fiscal Impact/Cost/Revenue Summary:

Eighteen (18) month estimated expenditure for CDM:	\$1,852,291.00
Eighteen (18) month estimated expenditure for Arcadis:	<u>\$ 861,154.86</u>
Total combined estimated eighteen (18) month expenditure:	\$2,713,445.86

Funding is provided through the Solid Waste Department Enterprise Fund

Exhibits/Attachments Attached:

Amendments

THIRD AMENDMENT

This Amendment made and entered into this _____ day of _____, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Arcadis U.S., Inc., Tampa, FL hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on June 27, 2011, pursuant to Pinellas County Contract No. 101-0120-CN (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Waste to Energy Consulting Services for County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the parties, and Section 7.2 of the Agreement provides for a term extension; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a term extension and authorize additional funding for the extended term, at the same prices, terms, and conditions;

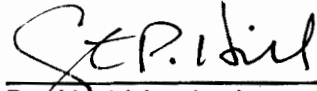
NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The term of the Agreement is hereby extended for an additional period of eighteen (18) months, beginning on June 27, 2015 and continuing until December 27, 2016. During the extended term the Contractor will be compensated according to the same prices, terms and conditions stated in the Agreement, and total compensation during the extended term shall not exceed eight hundred sixty one thousand one hundred fifty four dollars and eighty six cents (\$861,154.86).
2. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this ~~Third~~^{Fifth} Amendment to the Agreement
as of the day and year first written above.

Contractor:

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

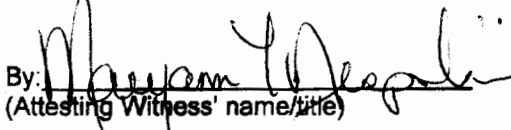


President (signature)
Christopher P. Hill

President (printed name)

Chairman

ATTEST:

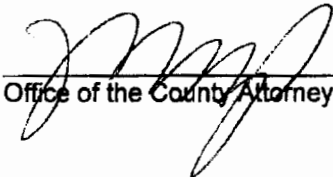
By: 

(Attesting Witness' name/title)

ATTEST:
KEN BURKE

By: _____
Deputy Clerk

APPROVED AS TO FORM:



Office of the County Attorney

FOURTH AMENDMENT

This Amendment made and entered into this _____ day of _____, 2015, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and CDM Smith, Inc., Tampa, FL hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on June 27, 2011, pursuant to Pinellas County Contract No. 101-0120-CN (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Waste to Energy Consulting Services for County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the parties, and Section 7.2 of the Agreement provides for a term extension; and

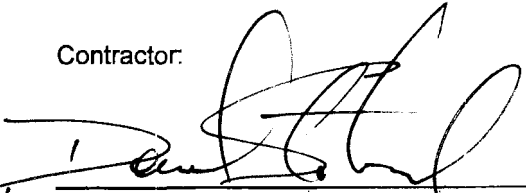
WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a term extension and authorize additional funding for the extended term, at the same prices, terms, and conditions;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The term of the Agreement is hereby extended for an additional period of eighteen (18) months, beginning on June 27, 2015 and continuing until December 27, 2016. During the extended term the Contractor will be compensated according to the same prices, terms and conditions stated in the Agreement, and total compensation during the extended term shall not exceed one million eight hundred fifty two thousand two hundred ninety one dollars (\$1,852,291.00).
2. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this ~~Fourth~~^{Sixth} Amendment to the Agreement
as of the day and year first written above.

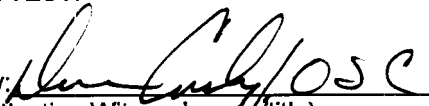
Contractor:


Vice President (signature)
Daniel Strobbridge
Vice President (printed name)

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

Chairman

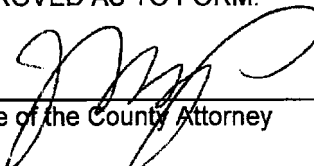
ATTEST:

By: 
(Attesting Witness' name/title)

ATTEST:
KEN BURKE

By: _____
Deputy Clerk

APPROVED AS TO FORM:



Office of the County Attorney