

**AMENDMENT NO: 4
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 4 is made and entered into this 3rd day of December, 2019 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Deer Park ("OWNER") dated November 22, 20196, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Final Design Services, Bid Phase Services, Design Services During Construction, and Additional Services for Phase II Improvements to the Deer Park Wastewater Treatment Plant (WWTP) for the City of Deer Park , and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Revised and Extended Scope of Services

Tasks 1-3: No Change

Task 4: Design Services During Construction:

CDM Smith will provide extended design services during construction beyond 11/11/2019 to 6/30/2020 —an extension of 7.5 months to the current contractual time period. This includes participation in additional monthly progress meetings, review of additional applications for payment, limited site visits by engineering staff for substantial and final completion inspections, review of remaining submittals, and project management activities for an additional 7.5 months.

Task 5.A: Construction Materials Testing (no change)

Task 5.B: Record Drawings (no change)

Task 5.C: Construction Administration and Inspection Services Services beyond 12/31/2019 are modified as follows:

A. City of Deer Park staff (City Engineer with support by City inspectors) will be Owner's Representative and Resident Project Representative as defined in the Agreement from 1/1/2020 through the end of the construction contract. Construction work will be intermittent during this period and the City will provide inspection services.

B. CDM Smith will continue to provide construction administration services (excluding RPR Services) based on an average of 12 hours per week of construction administration/management services for 6 additional months (1/1/2020 - 6/30/2020). Construction administration duties include construction contract schedule coordination; finalize and process Requests for Information, Work Change Directives, Change Orders, and claims; review and process Applications for Payment signed by RPR; attend monthly construction meetings and prepare meeting minutes.

Task 5.D: Warranty Services (no change)Task 5.E: Specialty Inspection Services (no change)

Task 5.F: Allowance for Services Back Charged to Contractor

As of October 1, 2019, this allowance has not incurred any charges for Services Back Charged to Contractor. This

Task 5.E: Specialty Inspection Services (no change)

Task 5.F: Allowance for Services Back Charged to Contractor

As of October 1, 2019, this allowance has not incurred any charges for Services Back Charged to Contractor. This Amendment No. 4 will re-allocate this \$75,000 contract allowance to Tasks 4 and 5.C for the extension of additional construction administration services into 2020 as described above. The balance in this Item 5.F is \$0.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

No change to current Agreement for responsibilities of OWNER.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Design services during construction and Additional Services as modified in Amendment No. 4 shall be extend to the estimated final completion date of 6/30/2020.

4. The payment for services rendered by ENGINEER shall be as set forth below:

The total lump sum amount for Basic Services, including design, bidding, and design services during construction shall be amended from a lump sum amount of \$1,624,425 to \$1,661,925 as shown in the revised version of Table A-1, attached.

The not-to-exceed amount for Additional Services shall be amended from an upper limit of \$1,258,900 to \$1,252,540 as shown in the revised version of Table A-1, attached.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER

DATE:

OWNER

DATE:



11490 Westheimer Road Suite 700
Houston, Texas 77077
tel: 713423-7300
fax: 281589-8295

November 22, 2019

Mr. Bill Pedersen, P.E.
Director of Public Works
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

Subject: Deer Park WWTP Improvements – Phase II
Amendment No. 4 Proposal for Additional Construction Phase Services

Dear Mr. Pedersen:

CDM Smith is currently under contract for the Deer Park WWTP Phase II Improvements Project. Those services include the following tasks:

1. Preliminary Engineering Services (COMPLETE)
2. Final Design Services (COMPLETE)
3. Bidding Services (COMPLETE)
4. Design Services During Construction
5. Additional Services
 - A. Construction Materials Testing
 - B. Record Drawings
 - C. Resident Engineering Services
 - D. Warranty Support Services
 - E. Specialty Inspection Services
 - F. Allowance for Services Back Charged to Contractor

Previous Amendment No. 1 extended our contract duration from 24- to 28-months and extended our contract services date to November 11, 2019. As we have discussed previously, we have extended our RPR and corresponding construction management services only (item 5.C above) from the 28-month contract completion date of November 11, 2019 to December 31, 2019 based on our expenditures to date and remaining contract funding in that cost-plus item. Item 4 Design Services During Construction expired on November 11, 2019 and will need funding to provide additional design support services.

The construction contractor's current construction-phase schedule is extending into June 2020; approximately 6 months beyond the previous contract completion date of December 22, 2019. To



accommodate a 6-month extension of the construction schedule, CDM Smith will need additional funding to extend the duration of our services.

Based on the contractor's latest construction schedule, we expect variable periods of activity into 2020. Because there will be periods of low or no activity, the City has opted to provide Resident Engineering inspection services beyond 1/1/2020 through the expected contract completion near the end of June 2020. CDM Smith will continue to support the City with Design Services During Construction (Task 4) and Construction Administrative services (Task 5.C).

To support the extended construction activities and the revised services approach to complete the project, CDM Smith proposes the following additional construction phase services:

Revised and Extended Scope of Services

- Tasks 1-3: No Change
- Task 4: Design Services During Construction:
CDM Smith will provide extended design services during construction beyond 11/11/2019 to 6/30/2020 —an extension of 7.5 months to the current contractual time period. This includes participation in additional monthly progress meetings, review of additional applications for payment, limited site visits by engineering staff for substantial and final completion inspections, review of remaining submittals, and project management activities for an additional 7.5 months.
- Task 5.A: Construction Materials Testing (no change)
- Task 5.B: Record Drawings (no change)
- Task 5.C: Construction Administration and Inspection Services
Services beyond 12/31/2019 are modified as follows:
 - A. City of Deer Park staff (City Engineer with support by City inspectors) will be Owner's Representative and Resident Project Representative as defined in the Agreement from 1/1/2020 through the end of the construction contract. Construction work will be intermittent during this period and the City will provide inspection services.
 - B. CDM Smith will continue to provide construction administration services (excluding RPR Services) based on an average of 12 hours per week of construction administration/management services for 6 additional months (1/1/2020 - 6/30/2020). Construction administration duties include construction contract schedule coordination; finalize and process Requests for Information, Work Change Directives, Change Orders, and claims; review and process Applications for Payment signed by RPR; attend monthly construction meetings and prepare meeting minutes.
- Task 5.D: Warranty Services (no change)



Mr. Bill Pedersen, P.E.
November 22, 2019
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- Task 5.E: Specialty Inspection Services (no change)
- Task 5.F: Allowance for Services Back Charged to Contractor
As of October 1, 2019, this allowance has not incurred any charges for Services Back Charged to Contractor. This Amendment No. 4 will re-allocate (credit) this \$75,000 contract allowance to Tasks 4 and 5.C for the extension of additional construction administration services into 2020 as described above. The balance in this Item 5.F is \$0.

Compensation for Additional Services

The amended budget for basic and additional services has been provided in **Attachment 1** and further detailed in **Attachment 2**.

CDM Smith shall invoice lump sum portions of the contract monthly, based upon the percent complete by task. Payment for additional services shall be on a reimbursable basis not-to-exceed the individual task budget unless authorized by the City in writing.

We appreciate this opportunity to continue to assist the City with this important project. Please contact me should you have any questions on this proposal.

Very truly yours,

A handwritten signature in blue ink that reads "Amber M. Batson".

Amber M. Batson, P.E. Client Service Leader
CDM Smith Inc.

Attachment 1: Detailed Breakdown of Additional Costs

Attachment 2: Basic and Additional Services Fees (through Amendment No. 4)

File: 131400-112131-01.02/Amendment 4



Attachment No. 1: Backup Budget Estimate Detail for Amendment No. 4

Basic Services During Construction (7.5 months - Extend 11/11/2018 to 6/30/2019)

Task 4	Lump Sum	\$5,000/month	7.5 months	\$37,500
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Amendment No. 4 Basic Services Subtotal				\$37,500

Additional Services – part-time CM Services for 6 months (1/1/2020 to 6/30/2020)*

		Avg. Hrs/Week	Weekly Cost	Duration	
Task 5.C	CM	12	\$2,640	26 weeks	\$68,640

**Additional Services – CREDIT Task 5.F Allowance For Services Back Charged to Contractor
(credit to be used for above Basic and Additional Services)**

Task 5.F CREDIT (to be used for Task 4 and 5.C services)	-\$75,000
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Amendment No. 4 Additional Services Subtotal -\$6,360

Amendment No. 4 Total	\$31,140
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*Note: Task 5.C RPR and Construction Management Additional Services were extended at no cost from 11/11/2019 to 12/31/2019 due to prior expenditures and remaining funding.

TABLE A-1
TO AGREEMENT BETWEEN ENGINEER AND OWNER
(REVISED NOVEMBER 2019)

PROFESSIONAL SERVICES
FOR
CITY OF DEER PARK
WASTEWATER TREATMENT PLANT IMPROVEMENTS – PHASE II
BASIC AND ADDITIONAL SERVICES FEES

TASK NO.	TASK DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT NO. 1	AMENDMENT NO. 2	AMENDMENT NO. 3	AMENDMENT NO. 4	TOTAL AMOUNT
	<u>Basic Services</u>						
1	Preliminary Design	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED
2	Final Design	\$1,113,300	\$0	\$0	\$0	\$0	\$1,113,300
3	Bidding Services	\$79,520	\$0	\$0	\$0	\$0	\$79,520
4	Design Services During Construction	\$397,605	\$15,000	\$0	\$19,000	\$37,500	\$469,105
	<i>Subtotal Basic Services</i>	<i>\$1,590,425</i>	<i>\$15,000</i>	<i>\$0</i>	<i>\$19,000</i>	<i>\$37,500</i>	<i>\$1,661,925</i>
5	<u>Additional Services</u>						
A.	Construction Materials Testing	\$59,500	\$30,000	\$0	\$0	\$0	\$89,500
B.	Record Drawings	\$43,000	\$0	\$0	\$0	\$0	\$43,000
C.	Construction Admin/Inspection	\$416,000	\$274,000	\$0	\$0	\$68,640	\$758,640
D.	Warranty Support	\$21,500	\$0	\$0	\$0	\$0	\$21,500
E.	Specialty Inspection Services	-	\$50,000	\$0	\$0	\$0	\$50,000
F.	Contractor Back-Charge Allowance	-	\$75,000	\$0	\$0	(\$75,000)	\$0
6	Applications Engineering for Implementation of the New SCADA System	-	-	\$289,900	\$0	\$0	\$289,900
	Total Amount	\$2,130,425	\$444,000	\$289,900	\$19,000	\$31,140	\$2,914,465