



# Broward County

## Legislation Details (With Text)

**File #:** 22-693      **Version:** 1

**Status:** Agenda Ready

**In control:** PORT EVERGLADES DEPARTMENT

**On agenda:** 5/24/2022      **Final action:** 5/24/2022

**Title:** MOTION TO APPROVE Second Amendment to the Agreement between Broward County and CPZ Architects, Inc., for Consulting Services for Consolidated Facilities Maintenance Building at Port Everglades (RFP No. PNC2116532P1), providing for the phased construction of the project; increasing the compensation in the amount of \$3,333,671 for Basic Services, \$310,000 for Optional Services, and \$346,330 for Reimbursable Expenses, each payable on a Maximum Not-to-Exceed Amount basis, resulting in a total increase of \$3,990,001 and a total agreement amount not to exceed \$4,596,186; and authorize the Mayor and Clerk to execute same.

**Sponsors:**

**Indexes:** Established Commission Goals

**Code sections:**

**Attachments:** 1. Exhibit 1 - Second Amendment to Agreement CPZ, 2. Exhibit 2 - OESBD Memo dated April 29, 2022

Date	Ver.	Action By	Action	Result
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### Broward County Commission Regular Meeting

**Director's Name:** Jonathan Daniels

**Department:** Port Everglades

**Division:** Seaport Engineering and Construction

### Information

#### Requested Action

**MOTION TO APPROVE** Second Amendment to the Agreement between Broward County and CPZ Architects, Inc., for Consulting Services for Consolidated Facilities Maintenance Building at Port Everglades (RFP No. PNC2116532P1), providing for the phased construction of the project; increasing the compensation in the amount of \$3,333,671 for Basic Services, \$310,000 for Optional Services, and \$346,330 for Reimbursable Expenses, each payable on a Maximum Not-to-Exceed Amount basis, resulting in a total increase of \$3,990,001 and a total agreement amount not to exceed \$4,596,186; and authorize the Mayor and Clerk to execute same.

#### Why Action is Necessary

Broward County Board of County Commissioners' approval is required for amendments to agreements exceeding \$500,000 in accordance with the provisions of the Broward County Procurement Code, Section 21.47.

#### What Action Accomplishes

Provides for the continuation of design, permitting, professional environmental consulting services, as well as construction administration and construction engineering and inspection ("CEI") services for the Consolidated Facilities Maintenance Building for the Port Everglades Department.

**Is this Action Goal Related**

Yes

**Previous Action Taken**

None

**Summary Explanation/Background**

THE PORT EVERGLADES DEPARTMENT RECOMMENDS APPROVAL.

This action supports the Broward County Board of County Commissioners' ("Board") Value of "Ensuring economic opportunities for Broward's diverse population and businesses" and the Goal to "Increase the economic strength and impact of revenue-generating County enterprises balancing economic, environmental, and community needs."

The Office of Economic and Small Business Development ("OESBD") established a County Business Enterprise ("CBE") participation goal of 25% for this Agreement. CPZ Architects, Inc. ("CPZ") has committed to 40% CBE participation, which has been reviewed and approved by OESBD. As part of the negotiations for the Second Amendment, CPZ has agreed to continue with the same subconsultants but provide additional taskings to them to meet the total CBE participation commitment of 40%. To date, CPZ has achieved a 34.66% participation rate as of March 29, 2022, and has provided a CBE utilization forecast to OESBD to meet its CBE commitment (see Exhibit 2).

The Second Amendment to the deliberately phased agreement will continue to provide for Professional Consulting Services to support the design and construction of the Consolidated Facilities Maintenance Building for the Port Everglades Department that will be located in the Northport area of the Port adjacent to the existing Public Works buildings.

On August 2, 2019, the County Administrator approved the original Agreement with CPZ with a maximum not-to-exceed amount of \$495,000 for Basic Services, and a maximum not-to-exceed amount of \$70,000 for Reimbursable Expenses.

On May 18, 2020, the Director of Purchasing approved the First Amendment to the Agreement, increasing the maximum not-to-exceed amount from \$495,000 to \$532,995 for Basic Services, and increasing the maximum not-to-exceed amount from \$70,000 to \$73,190 for Reimbursable Expenses.

The original Agreement, along with the First Amendment and this Second Amendment, have been deliberately phased to provide for the initial programming and schematic design services to develop concepts for the future site and building for the Facilities Maintenance Division at Port Everglades. This allowed staff to work with the consultant to provide the best alternatives for the new facility. This Amendment provides for the remainder of professional services associated with the final design and construction documents, permitting, environmental, testing, and phased construction of the project.

Currently, the Facilities Maintenance Division staff and trade maintenance personnel are located within various buildings throughout the Port, and this project will consolidate the Division functions into a central location. The location chosen for this facility is on the eastern two thirds of a currently

vacant parcel of land owned by the County immediately west of the existing Public Works facility in Northport. This property was formerly the leasehold of the Pacific Molasses Terminal, and was later used by Coastal Fuels Marketing, Inc. until 2002.

Given the previous use of this site, during the initial programming for the project the Consultant conducted a Limited Site Investigation to assess any potential environmental impacts from the historical use of the site, as well as the previous above ground storage tanks that were located on the property. This investigation identified the presence of petroleum hydrocarbons, solvents, and arsenic in the soil and groundwater, as well as methane in vapor samples collected from the site. As such, this Amendment revises the scope of services and adds funds to further assess the extent of the potential site contamination to develop and implement mitigation and remediation measures needed to construct the new building. Optional services have been provided in this Second Amendment to support potential actions necessary for the consultant to assist the County address the project's environmental issues.

The Consolidated Facilities Maintenance Building will be designed as a hardened facility with emergency back-up power to allow continued operations immediately after a hurricane or other catastrophic event. Upon completion, the building will house all Port Facilities Maintenance Division personnel, storage, and equipment.

Three meetings were held on March 16, 2022, April 1, 2022, and April 6, 2022, to negotiate this Second Amendment to the Agreement. These meeting were attended by representatives from CPZ, Terracon Consultants Environmental, Terracon Geotechnical, Keith, MUE, Delta G, DMS, and staff from the Port Everglades Seaport Engineering and Construction Division.

This Second Amendment to the Agreement has been reviewed and approved as to form by the Office of the County Attorney.

### **Source of Additional Information**

John C. Foglesong, P.E., Enterprise Director, Capital Projects, Seaport Engineering & Construction Division, Port Everglades Department, (954) 468-0142

### **Fiscal Impact**

#### **Fiscal Impact/Cost Summary**

The source of funding for this project is the Port Everglades Capital Fund.