

**AMENDMENT NO.: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No.: 2 is made and entered into this day of 31st of August, 2022 to the Task Order No. 1 made as of November 24, 2020 ("Task Order") under the Master Agreement for On-Call Professional Services between the Town of Apex ("OWNER") and CDM Smith Inc. ("ENGINEER") dated September 4, 2018 ("Master Agreement").

WHEREAS, OWNER and ENGINEER entered into the Agreement for the Sunset Hills Lift Station Improvements Project ("Project"), and

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

WHEREAS, the Task Order 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 Task Order as follows:

1. The Basic Services of ENGINEER as described in the Task Order are amended and supplemented as follows:
Preliminary design, final design, permitting, bidding, construction administration, observation, start-up services, and record drawings for landscaping and odor control improvements as identified in attached Exhibit A.
2. The responsibilities of OWNER as described in the Task Order are amended and supplemented as follows:
See Exhibit A.
3. The time periods for the performance of ENGINEER's services as set forth in the Task Order are amended and supplemented as follows:
ENGINEER to begin within one (1) week of receiving OWNER's Notice to Proceed (NTP) and prepare an updated detailed schedule within the first fifteen (15) calendar days after NTP or as directed by the OWNER
4. The payment for services rendered by ENGINEER shall be as set forth below:
ENGINEER's compensation under this Amendment 2 is on a lump sum basis. The fee for the Amendment is a not to exceed amount (NTE) of \$60,000, for Vapor Phase Odor Control and Landscaping Improvements as listed in the attached Exhibit A.
Current Contract Value: \$607,375 (Includes Amendment 1)
Add Amendment 2: \$60,000
New Contract Value: \$667,375
5. Except as herein modified, all terms and conditions of the Task Order 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.

OWNER

DATE:

[Handwritten signature]
8/31/22

DocuSigned by:
Kevin Inby

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ENGINEER

DATE: 7/21/2022

**DRAFT - EXHIBIT A
AMENDMENT NO. 2
TO AGREEMENT BETWEEN OWNER AND ENGINEER
June 07, 2022**

This is an exhibit attached to and made a part of and incorporated by reference into the Original Agreement, dated July 27, 2021 between CDM Smith Inc. (ENGINEER) and Town of Apex (OWNER) for professional services.

1.0 ENGINEER'S SERVICES

ENGINEER completed an evaluation of the Sunset Hills Lift Station (SHLS) and subsequent Technical Memorandum and is currently providing professional engineering services in support of the design of the Sunset Hills Lift Station Upgrades (the Project) as part of Amendment No. 1, which includes design, permitting, bidding, construction administration and observation, start-up services, and record drawings. ENGINEER recently completed the 60-percent design deliverable dated April 2022 for the Project. During the development of the 60-percent design submittal, the ENGINEER identified components of the design outside of the scope of the original contract and Amendment No. 1 for the Project.

This Amendment No. 2 will include additional engineering services identified for the Project that include vapor phase odor control and landscaping improvements. The following describes the additional services under the previous Tasks from Amendment No. 1 to be provided.

2.0 WORK SUMMARY

Under this Amendment No. 2, ENGINEER proposes to provide the additional design and engineering services for the Project. The work will consist of:

1. Providing vapor phase odor control preliminary design services prior to advancing to 90-percent final design. These design services are summarized below as Task 400.
2. Provide vapor phase odor control final design services beginning at the 90-percent design deliverable as described in Task 800.
3. Providing landscaping at the SHLS site to meet OWNER screening and buffer requirements as described in Task 800.

3.0 SCOPE OF WORK

ENGINEER will provide the following additional services under the previous Amendment No. 1 Tasks:

- Task 400 – Vapor Phase Odor Control Preliminary Design
- Task 500 – Project Management and Meetings
- Task 800 – Final Design
- Task 1000 – Bidding and Award

- Task 1100 – Construction Contract Administration
- Task 1200 – Start-up and Training
- Task 1300 – Record Drawings and Closeout

A description of each of the tasks above is provided below. Additional services may be provided by the ENGINEER upon separate written authorization from the OWNER for a mutually agreed upon scope and budget.

TASK 400 – Preliminary Engineering Evaluation

ENGINEER will perform an engineering evaluation, which will consist of odor control sampling, and an equipment alternatives analysis as presented below:

Task 404 – Odor Control Sampling and Vapor Phase Equipment Alternatives Analysis

ENGINEER will perform odor control sampling of the lift station to identify the hydrogen sulfide (H₂S) levels for use in sizing the odor control equipment. This sampling will include setting a hydrogen sulfide sampling unit at the wetwell for a minimum of 1 week and up to 2 weeks of data collection. This data will be analyzed and provided to odor control equipment manufacturers.

ENGINEER will coordinate with up to two (2) vapor phase odor control manufacturers on the selection, design, and sizing of equipment. Design considerations include ventilation rate, strength of odors, airflow volume, odor removal performance, required installation footprint, operation and maintenance (O&M), and estimated costs. An alternatives analysis will be completed on two (2) treatment alternatives including carbon adsorption systems, and biological systems.

ENGINEER will provide a recommendation to the OWNER to present the results of the preliminary evaluation and identify the OWNER's preferences. These recommendations will serve as the foundation for the design to be performed by the ENGINEER in Task 800 as described in this Amendment. ENGINEER will document the recommendation to the Owner in an email.

Task 500 – Project Management and Meetings

The project management task includes those activities involved with the detailed planning and subsequent monitoring and control of the Amendment No. 2 additional services. In addition to the ENGINEER's normal in-house staff management, document control, job tracking procedures, and invoicing.

This task also includes quality control where the ENGINEER will undertake quality control activities in accordance with the ENGINEER's Quality Management System (QMS) that includes additional monthly reviews and project status reporting, communication plans, and independent specialist reviews.

Task 800 – Final Design

ENGINEER shall develop the final design of the vapor phase odor control and landscaping improvements, which consist of the following:

Design Drawings and Specifications

ENGINEER shall prepare Contract Documents of the additional improvements described in the Summary of Work to include final drawings showing the scope, extent, and character of the work to be performed and furnished by Contractor, and Technical Specifications (which shall be prepared in general conformance with the 50-division format of the Construction Specifications Institute). ENGINEER will develop all technical specifications. The Contract Documents will be developed as a single package as described in Amendment No. 1.

Up to five (5) additional drawings shall be prepared on 22"x 34" sheets. For purposes of establishing a budget the following drawing list has been developed:

- Civil Landscaping Plan
- Landscaping Details (1 Sheet)
- Vapor Phase Odor Control Mechanical Plan and Section
- Mechanical Detail (1 Sheet)
- Vapor Phase Odor Control Pad Structural Plan and Section

ENGINEER will provide design documents incorporating the additional services of this Amendment No. 2 at the 90 percent through bidding milestones in accordance with Amendment No. 1 including Opinion of Probable Construction Costs (OPCC), Deliverables, and Review Meetings.

TASK 1000 – Bidding and Award

ENGINEER shall perform the following additional services related to Bidding and Award of this Amendment No. 2 under the same assumptions as Amendment No. 1.

TASK 1100 – Construction Contract Administration

The ENGINEER shall provide additional services related to this Amendment No. 2 for Contract Construction Administration services under the same assumptions as Amendment No. 1. The following additional services are included:

- Two (2) additional half-day construction observation site visits
- Three (3) additional shop drawing reviews
- Two (2) additional Requests for Information (RFI)
- One (1) additional Change Order or Work Change Directive

TASK 1200 – Start-up

The ENGINEER shall provide start-up services for the vapor phase odor control equipment as described in amendment No. 1. An operations and maintenance manual will be developed for the vapor phase odor control equipment.

TASK 1300 – Record Drawings and Closeout

ENGINEER shall provide additional services as described in Amendment No. 1 to prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER for the bid package. The record prints shall also incorporate the changes made during construction. ENGINEER shall provide a signed and sealed pdf of the record drawings as well as the electronic drawing files (in the latest version of AutoCAD or such version as the parties agree to the OWNER).

3.0 ASSUMPTIONS

The ENGINEER has made the following assumptions in addition to the assumptions included in the Scope of Work listed above. Changes to these assumptions can be included as an Amendment to this Agreement.

- No additional permits will be required from Amendment No. 1

4.0 OWNER'S RESPONSIBILITIES

The responsibilities of OWNER are the same as those identified in the Main agreement, and Amendment No. 1

5.0 SCHEDULE

It is anticipated that the additional services related to Amendment No. 2 will take two (2) months of additional time between the 60-percent and 90-percent design deliverables to complete the vapor phase odor control Preliminary Design described in the Summary of Work. The updated schedule starting within two weeks of receipt of a formal notice to proceed (NTP). ENGINEER will prepare an updated detailed schedule within the first fifteen (15) calendar days after NTP. Should schedule shift or extend due to OWNER or Contractor delays, an amendment will be necessary.

6.0 PAYMENT AND COMPENSATION

Total compensation to the ENGINEER for the work described above shall be a lump sum fee not to exceed of \$60,000 unless changed by a duly authorized amendment. Invoices will be submitted monthly based on estimated project percent complete, with a final invoice submitted once all project deliverables are completed. Additional services, if applicable and approved by the OWNER, will be compensated at an agreed upon lump sum fee. The cost breakdown per task is presented in the table below.

Task	Description	Lump Sum
Task 400	Preliminary Engineering Evaluation	\$10,700
Task 500	Project Management and Meetings	\$3,000
Task 800	Final Design	\$34,400
Task 1000	Bidding and Award	\$1,500
Task 1100	Construction Contract Administration	\$7,800
Task 1200	Start-up	\$400
Task 1300	Record Drawings and Closeout	\$2,200
TOTAL =		\$60,000