# Work Authorization No. 7 Contract for Consulting/Professional Services Between the City of Pompano Beach and McCafferty Brinson Consulting, LLC

# Margate Water System Atlantic Boulevard Interconnect Upgrade Services During Construction

### Scope of Work

The services rendered pursuant to this Work Authorization No. 7 are in accordance with the terms and conditions of the Agreement for Consulting/Professional Services between the City of Pompano Beach (CITY) and McCafferty Brinson Consulting, LLC (CONSULTANT), dated January 19<sup>th</sup> 2016 and approved by City Ordinance No. 2016-26.

## I. Background and General Description of Services

The City of Pompano Beach received bids (E-16-17) for installation of a new, upgraded and metered interconnection between the Margate water system and CITY water system on February 9, 2017 from three responsive contractors. The CITY intends to award the contract to the lowest-bid responsive/responsible contractor for all associated work in accordance with the Contract "Technical Specifications" and "Drawings."

This work authorization is for professional engineering services during construction of the work described above through start-up, testing, and project closeout.

## II. Scope of Work

### Task 1.0 – Basic Services During Construction

#### 1.1 Review of Baseline Project Schedule and Schedule of Values

After issuance of a Notice of Award by the CITY, the CONSULTANT will provide a review and comments on the Contractor's submitted preliminary (baseline) project schedule and draft schedule of values to be submitted with each application.

#### 1.2 Conformed Contract Documents

The CONSULTANT shall conform the bid documents by revising the notation of the documents from bid documents to conformed document, and provide conformed Contract Documents to the CITY in an electronic format suitable for printing.

### 1.3 Preconstruction Meeting

The CONSULTANT shall prepare for and attend the preconstruction meeting, and shall compile, prepare, and distribute minutes of the preconstruction meeting to all attendees and others, as appropriate.



#### 1.4 Administer Construction Contract

CONSULTANT shall administer the CITY's Construction Contract with the Contractor in accordance with the General and Supplemental Conditions of the Contract. CONSULTANT shall serve as the "ENGINEER" as defined in the Conditions of the Contract. This task includes reviewing proposed substitutions of materials and equipment, rendering interpretations of the contract and technical specifications, assistance with negotiation of any changes to the Work, and preparation and processing of work change directives (WCDs) and change orders. For the purpose of this Work Order, it is assumed that up to (2) WCDs and/or change orders will be prepared during the 150-day construction period.

### 1.5 Respond to Requests for Information (RFI)

CONSULTANT shall receive, log in, distribute, and respond to RFIs related to technical interpretation specifications and requested changes to the Work. A total of two (2) RFI responses have been included in this task.

## 1.6 Monthly Progress Meetings and Site Visits

CONSULTANT shall prepare for and attend monthly progress meetings with the CITY and Contractor to review progress of the project. CONSULTANT shall prepare and distribute minutes to the monthly meetings. Concurrently with the monthly meetings, CONSULTANT shall conduct monthly site visits to observe site conditions and the Work to determine whether the Work is in general conformance to the Contract Documents and consistent with the progress reflected in the monthly Applications for Payment. Based on the 150 day construction period, we estimate 3 monthly meetings and site visits.

## 1.7 Review Shop Drawing Submittals

CONSULTANT shall receive and log in all shop drawings and distribute to appropriate parties for review. CONSULTANT shall review shop drawings and samples, the results of tests and inspections, and other data submitted by the Contractor to determine whether the Work is in conformance to the Contract Documents. CONSULTANT shall distribute submittals to appropriate entities after review. The cost of reviewing more than two (2) submittals of a single document due to Contractor's failure to adequately address the CONSULTANT's comments shall be separately billed to the CITY and payment made to the CONSULTANT. Reimbursement to the CITY for these additional reviews, by the Contractor, shall be as defined within the Contract Documents. This scope of service provides for review of five (5) shop drawings submittals for materials and equipment.

#### 1.8 Review Payment Requests and Schedules

CONSULTANT shall review pay requests and make recommendations to the CITY for payment to the Contractor. CONSULTANT shall review Contractor's Preliminary Progress



Schedule and monthly progress updates through completion. Based on the 150-day construction period, we estimate four (4) submittals.

#### 1.9 Perform Milestone Site Visits

CONSULTANT shall visit the site to conduct inspections for Substantial Completion and Final Completion: two (2) total. CONSULTANT shall prepare a punchlist of items remaining to be completed by the Contractor as part of each milestone.

### 1.10 Project Closeout and Final Submittals

CONSULTANT shall organize and participate in final project reconciliation meetings with the CITY or the Contractor and jointly where required. CONSULTANT shall prepare the closeout documents and coordinate the closeout of the project. Also, CONSULTANT will negotiate with the Contractor, the scope and cost of any necessary contract change orders, using as a basis for such negotiations data or other information, emanating from the Contract Documents, including but not limited to the bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. CONSULTANT will prepare, recommend and submit for CITY's approval such change orders or work change directives. If there is a conflict between this Work Authorization and the Construction Contract, then the Construction Contract for Bid No. E-16-17 will prevail.

#### Task 2.0 – Additional Services

In the event that the all of the above-described services are not required or requested by the City during the contract time, and there is budget remaining in the not-to-exceed fee for this work authorization following installation, CONSULTANT may provide additional services associated with the meter installation and warranty period under this Work Authorization, such as warranty assistance, troubleshooting, coordination with the supplier, etc. on an asneeded, as-requested basis, as the remaining budget may allow.

#### III. Assumptions and Assistance to be Provided by City

Services and/or materials to be provided by the CITY and other related key assumptions include:

- 1. CITY staff will be available for discussions with CONSULTANT.
- 2. CONSULTANT will have access to the construction site.
- 3. The CITY will provide all project documents received from the meter supplier and the Contractor selected by the CITY, and related correspondence.



### IV. Budget

CONSULTANT shall perform the professional services provided herein for a not to exceed fee of \$22,180. CONSULTANT will invoice CITY monthly. CITY shall provide a written Notice to Proceed. The basis for proposed compensation is presented in Exhibit A.

## **IV.** Completion Time

The time of completion will be concurrent with the construction contract executed by the City. This scope of work is based on the Contract Times established in the construction contract. In the event that construction extends beyond the current Contract Times, additional engineering services associated with the extended Contract Times will be authorized under an amendment to this Work Authorization.



# Exhibit A City of Pompano Beach Work Authorization No. 7

## Margate Water System Atlantic Blvd Interconnect Upgrade Engineering Budget Estimate

		Principal Engineer \$200 per hour		Engineer Intern \$85 per hour		Project Administrator \$50 per hour		Labor	Reimbursables	Total
Task Description	hours	budget	hours	budget	hours	budget	hours	budget		Budget
1.0 Basic Services During Construction	57	\$11,400	108	\$9,180	24	\$1,200	189	\$21,780	¢400	\$22,180
ů .	37	φ11, <del>4</del> 00	100	ф9, 100	24	\$1,200	109	φ21,7 <b>0</b> 0	\$400	<b>ΦΖΖ, 10</b> 0
1.1 Review of baseline project schedule and schedule of values	2		4				,		***	
1.2 Conformed Contract Documents	2		4		2		8		\$200	
1.3 Preconstruction Meeting	4		8		2		14			
1.4 Administer construction contract (150 days & 2 WCDs assumed)	10		20		4		34			
1.5 Respond to RFIs (2 assumed)	4		16		4		24			
1.6 Monthly Progress Meetings and site visits (3 assumed)	12		12		3		27			
1.7 Review shop drawing submittals (5 assumed)	5		16		0		21			
1.8 Review pay requests and schedules (4 assumed)	2		8		4		14			
1.9 Perform milestone site visits (2 assumed)	8		8		0		16			
1.10 Project close-out and final submittals	8		12		4		24		\$200	
1.11 Additional Services							0			
Total:	57	\$11,400	108	\$9,180	24	\$1,200	189	\$21,780	\$800	\$22,180

TOTAL NOT-TO-EXCEED FEE: \$22,180