

**Work Authorization No. 2**  
**Contract for Professional Consulting Services Between the**  
**City of Pompano Beach and McCafferty Brinson Consulting, LLC**

**Water System Interconnect Upgrades**  
**Services During Construction**

**Scope of Work**

*The services rendered pursuant to this Work Authorization No. 2 are in accordance with the terms and conditions of the Agreement for Professional Consulting Services between the City of Pompano Beach (CITY) and McCafferty Brinson Consulting, LLC (CONSULTANT) dated March 1<sup>st</sup>, 2021 and approved by City Ordinance No. 2021-39.*

**I. Background and General Description of Services**

The City of Pompano Beach received bids (E-11-21) for installation of four new upgraded and metered interconnection between the CITY water system with the City of Fort Lauderdale water system (3 locations) and the Broward County Water and Wastewater Services water system (1 location). 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 in person or virtual 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 two WCDs and/or change orders will be prepared during the 240-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 four RFI responses have been included in this task.

### 1.6 Monthly Progress Meetings and Site Visits

CONSULTANT shall prepare for and attend in person or virtual 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 240-day construction period, we estimate eight 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 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 twenty 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 240-day construction period, we estimate eight submittals.

#### 1.9 Perform Milestone Site Visits

CONSULTANT shall visit the site to conduct inspections for Substantial Completion and Final Completion: two 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-11-21 will prevail.

### **Task 2.0 – Optional Services: Construction-Phase SRF Compliance Administration Assistance**

It is assumed by the CONSULTANT that CITY staff will perform the services outlined under Task 2 as required by the State Revolving Fund (SRF) Loan Agreement. Should the CITY authorize the CONSULTANT to perform the services outlined under this task, the CONSULTANT shall perform these services utilizing the budget allocated to this task as presented in Exhibit A.

- a. Work with Contractor to ensure all applicable materials on the project comply with the provisions of the "American Iron and Steel" requirement as part of the SRF loan.
- b. Review and approve monthly payroll information submitted by the Contractor and subcontractor(s) to ensure requirements for Davis Bacon wage requirements are met.

- c. Conduct labor interviews with the Contractor's personnel throughout the construction duration as required by SRF guidelines.
- d. Prepare and submit monthly disbursement requests with required supporting documentation to the FDEP SRF department in Tallahassee.

### **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. CITY staff will perform services outlined under Task 2 as required by the SRF Loan Agreement. Should the CITY authorize the CONSULTANT to perform the services outlined under this task, the CONSULTANT shall perform the services utilizing the budget allocated to this task as presented in Exhibit A.

### **IV. Budget**

CONSULTANT shall perform the professional services provided herein for a lump sum fee of \$98,760.00. 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 an estimated construction duration. Should the Contractor's construction duration exceed the 240-day estimate, the additional engineering services will be authorized under an amendment to this Work Authorization. In the event that construction extends beyond the estimated Contract Times, additional engineering services associated with the extended Contract Times will be authorized under an amendment to this Work Authorization.

“CONSULTANT”:

Witnesses:

McCafferty Brinson Consulting, LLC

CONSULTANT Name

Melli Cee

Frank A. Brinson

Signature

ROA LAM

Frank A. Brinson, Vice President

Title

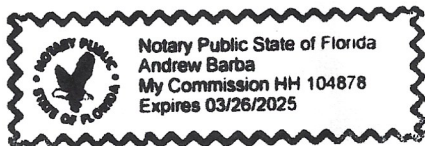
**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 27<sup>th</sup> day of April, 2021, by Frank Brinson and \_\_\_\_\_, who are personally known to me or who have produced \_\_\_\_\_, as identification.

NOTARY’S SEAL:

Andrew Barba

NOTARY PUBLIC, STATE OF FLORIDA



Andrew Barba

(Name of Acknowledger Typed, Printed or Stamped)

HH 104878

Commission Number

**“CITY”:**

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN  
CITY ATTORNEY

**Exhibit A**  
**City of Pompano Beach**  
**Work Authorization No. 2**  
**Water System Interconnect Upgrades**  
**Services During Construction**  
**Engineering Budget Estimate**

Task Description	<i>Principal Engineer</i>		<i>Engineer Intern</i>		<i>Project Administrator</i>		<i>Total Labor</i>		<i>Reimbursables</i>	<b>Total Budget</b>
	\$230 per hour hours	budget	\$110 per hour hours	budget	\$65 per hour hours	budget	hours	budget		
1.0 Basic Services During Construction										
1.1 Review of baseline project schedule and schedule of values	2	\$460.0	4	\$440	2	\$130	8	\$1,030		\$1,030
1.2 Conformed Contract Documents	2	\$460	4	\$440	4	\$260	10	\$1,160	\$500	\$1,660
1.3 Preconstruction Meeting	4	\$920	8	\$880	4	\$260	16	\$2,060		\$2,060
1.4 Administer construction contract (240 days & 2 WCDs assumed)	32	\$7,360	40	\$4,400	16	\$1,040	88	\$12,800		\$12,800
1.5 Respond to RFIs (1 assumed per interconnect)	16	\$3,680	24	\$2,640	16	\$1,040	56	\$7,360		\$7,360
1.6 Monthly Progress Meetings and site visits (8 assumed)	32	\$7,360	72	\$7,920	8	\$520	112	\$15,800		\$15,800
1.7 Review shop drawing submittals (20 assumed)	16	\$3,680	32	\$3,520	0	\$0	48	\$7,200		\$7,200
1.8 Review pay requests and schedules (8 assumed)	8	\$1,840	56	\$6,160	24	\$1,560	88	\$9,560		\$9,560
1.9 Perform milestone site visits (2 assumed)	16	\$3,680	32	\$3,520	0	\$0	48	\$7,200		\$7,200
1.10 Project close-out and final submittals	40	\$9,200	96	\$10,560	64	\$4,160	200	\$23,920	\$500	\$24,420
2.0 SRF Compliance Administration Assistance (240 days assumed)	32	\$7,360	8	\$880	22	\$1,430	62	\$9,670		\$9,670
<b>Total:</b>	200	\$46,000	376	\$41,360	160	\$10,400	736	\$97,760	\$1,000	<b>\$98,760</b>
										<b>TOTAL LUMP SUM FEE: \$98,760</b>