

## **Work Authorization No. 4 – A.1.A. Water Main Improvements (Construction Certification Services)**

The services rendered pursuant to this Work Authorization No. WA-04 are in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Baxter & Woodman, Inc. originally dated November 2, 2015 and approved by City Ordinance No. 2016-16, and the Agreement dated December 20, 2016 and approved by City Ordinance No. 2017-11.

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### **A. Background**

The City of Pompano Beach (CITY) previously engaged Baxter & Woodman, Inc., dba Mathews Consulting, a Baxter & Woodman Company (CONSULTANT) in 2015 for design and permitting services relating to the A.1.A. Water Main Improvements. The CITY has requested that CONSULTANT also provide Construction Certification Services for the project.

### **B. Scope of Services**

The Engineering Services of CONSULTANT shall include the following tasks:

- Task 1 – Services During Construction

The specific scope of services to be provided by CONSULTANT in this Work Authorization includes the following:

#### **Task 1 – Services During Construction**

##### **Subtask 1.1 - Pre-construction Conference**

CONSULTANT shall attend a preconstruction conference with representatives of the CITY, Contractors and major subcontractors for the construction contract. CONSULTANT shall prepare, in writing, minutes of conference.

##### **Subtask 1.2 – Shop Drawing Review**

Receive, log, and review Shop Drawings and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 30 submittals (total, which includes submittals, and re-submittals, if required) is included in the budget for SDC phase services. CONSULTANT will review and return submittals to CITY and Contractor within 7 to 10 calendar days of receipt.

##### **Subtask 1.3 Coordination w/ Project Personnel**

CONSULTANT shall assist the City with coordination of construction of the project. This also includes coordination with Contractor.

##### **Subtask 1.4 Coordination w/ FDOT**

CONSULTANT shall assist the City with coordination of construction of the project with FDOT.

### **Subtask 1.5 Field Coordination Meetings**

CONSULTANT shall attend up to five (5) coordination meetings with the CITY.

### **Subtask 1.6 As-Built Review**

CONSULTANT shall review Contractor As-Built information for the water main system.

### **Subtask 1.7 Construction Clarifications**

CONSULTANT shall respond in writing to Contractors Request for Information (RFI's) regarding the construction documents.

### **Subtask 1.8 Construction Changes**

CONSULTANT shall prepare and negotiate Change Orders (CO) and Field Change Directives (FCD) during the 8-month construction period. For the purpose of this task order, it is assumed that up to 2 CO and 6 FCD will be prepared during the 8-month construction period.

### **Subtask 1.9 Inspections**

Provide a part-time (20 hours/week min.) Resident Project Representative (RPR) during the construction (assumed 5.0-months) of the work in a total period of not-to-exceed 110 calendar days (for a total of 550 hours) for the construction contract. Activities performed under this task consist of furnishing an RPR during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the contract documents so that an engineering certification can be made regarding the construction of the proposed improvements. The RPR shall:

- Serve as MC's liaison with construction contractor, working principally through the contractor's superintendent and assisting him in understanding the intent of the contract documents.
- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. MC's Project Manager shall report, in writing to the City, whenever MC believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
- Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to City.
- Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to the City, in writing. MC shall make recommendation for action by the City.
- Observe all flushing and pressure testing of the piping.
- Assist the Contractor in coordinating all required density testing, etc. as required by the Construction Documents.
- RPR shall work with the Contractor and develop a Daily Quantity Sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.

### *LIMITATIONS OF AUTHORITY*

Except upon written instructions of MC, Resident Project Representative:

1. Shall not exceed limitations on MC's authority as set forth in the Contract Documents.
2. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
3. Shall not issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
4. Shall observe but not participate in specialized field or laboratory tests.

#### **Subtask 1.10 Substantial and Final Inspection**

CONSULTANT shall conduct a substantial and final inspection with the CITY's construction management staff to determine if the project has been completed in accordance with the contract documents. A punch-list will be prepared for each inspection (substantial and final) for the project

#### **Subtask 1.11 Certificate of Construction Complete**

CONSULTANT shall certify to Broward County Environmental Protection and Growth Management Department based on the visible project features, CITY's inspections, pressure testing, and As-Built data, that the project was constructed in accordance with the plans submitted with the permit application.

### **C. Assumptions**

In addition to, the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. City will provide review and approval of the Contractor's monthly payment applications.
2. Record drawing shall be prepared and submitted by the Contractor.

### **D. Additional Services**

Consultant shall provide additional engineering services relating to the provision of construction services or assistance in construction claims that are not covered under this Work Authorization.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

## **E. Compensation**

Compensation by the CITY to the CONSULTANT for all tasks will be on a Not to Exceed basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Baxter & Woodman, Inc., dated November 2, 2015 and approved by City Ordinance #2016-16, and the Agreement dated December 20, 2016 and approved by City Ordinance No. 2017-11. The estimated compensation for the services described in this Work Authorization is **\$74,830.00** as detailed in **Attachment A**.

## **F. Schedule**

The project schedule is anticipated to be 135 calendar days to substantial completion and 165 calendar days to final completion.

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

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

Attest:

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

(SEAL)

Approved As To Form:

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

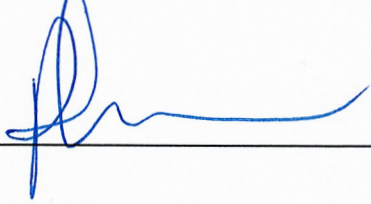
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

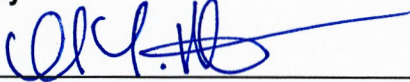
**"CONSULTANT":**

Witnesses:

  
\_\_\_\_\_

Contry Mathews

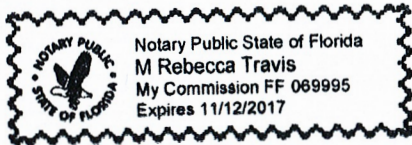
**BAXTER & WOODMAN, INC.**  
**dba Mathews Consulting, a Baxter & Woodman**  
**Company**

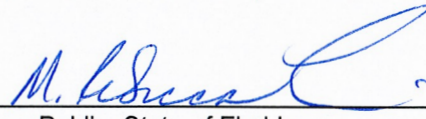
By:   
\_\_\_\_\_  
David L. Mathews, P.E.,  
Vice President of Operations  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, FL 33401

STATE OF FLORIDA  
COUNTY OF PALM BEACH

7 The foregoing instruments were acknowledged before me this 19<sup>th</sup> day of January, 2016, by **DAVID MATHEWS** as Vice President of Baxter & Woodman, Inc., dba Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation, on behalf of the corporation, who is personally known to me.

Notary's Seal:



  
\_\_\_\_\_  
Notary Public, State of Florida

M. Rebecca Travis  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

069995  
\_\_\_\_\_  
Commission Number

**Attachment A**  
**City of Pompano Beach**  
*AIA Water Main Improvements - Construction Certification Services*

**Engineering Fee Proposal**

Task No.	Task Description	Labor Classification and Hourly Rates							Sub-Consultant Services
		Principal Engineer \$165.00	Engineer II \$120.00	Senior Eng. Tech. \$105.00	Senior Inspector \$110.00	Inspector \$90.00	Clerical \$65.00	Total Labor	
<b>1</b>	<b>Services During Construction</b>								
1.1	Pre-construction Conference		2		5			\$790	
1.2	Shop Drawing Review	2			25		12	\$3,860	
1.3	Coordination w/ City & Contractor	4			10			\$1,760	
1.4	Coordination w/ FDOT	4			10			\$1,760	
1.5	Field Coordination Meetings				20			\$2,200	
1.6	As-Built Review	1			20			\$2,365	
1.7	Construction Clarifications (RFI's)	4			12			\$1,980	
1.8	Construction Change (COs)	3			10			\$1,595	
1.9	Inspections (5 months)					550		\$49,500	
1.10	Substantial and Final Inspections				20			\$2,200	
1.11	Certificate of Construction Completion	8						\$1,320	
	<b>Subtotal Task 1</b>	<b>26</b>	<b>2</b>	<b>0</b>	<b>132</b>	<b>550</b>	<b>12</b>	<b>\$69,330</b>	
	<b>Labor Subtotal Hours</b>	<b>26</b>	<b>2</b>	<b>0</b>	<b>132</b>	<b>550</b>	<b>12</b>		
	<b>Labor Subtotal Costs</b>	<b>\$4,290</b>	<b>\$240</b>	<b>\$0</b>	<b>\$14,520</b>	<b>\$49,500</b>	<b>\$780</b>	<b>\$69,330</b>	
	<b>Labor Total Costs</b>	<b>\$69,330</b>							
	<b>Subconsultant Costs Total</b>	<b>\$0</b>							
	<b>Subconsultant Multiplier</b>	<b>1.1</b>							
	<b>Subconsultant Total</b>	<b>\$0</b>							
	<b>Reimbursable Expenses</b>	<b>\$5,500</b>							
	<b>Project Total</b>	<b>\$74,830</b>							