

**Work Authorization No. 5**  
**Contract for Consulting/Professional Services Between the**  
**City of Pompano Beach and McCafferty Brinson Consulting, LLC**

**Water and Reuse Treatment Plants Meter Replacement**  
**Services During Construction**

**Scope of Work**

*The services rendered pursuant to this Work Authorization No. 5 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 (L-53-16) on October 20, 2016 from contractors who will furnish all labor, equipment (except six CITY-furnished new magnetic flow meters, grounding rings, and associated instrumentation), tools, and materials for the demolition, replacement, and/or installation of five magnetic flow meters and four meter vaults at the CITY's water treatment plant; and, the replacement of one magnetic flow meter, and installation of one new ultrasonic flow transducer with weir and stilling well at the CITY's reclaimed water treatment plant.

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

**II. Scope of Work**

**Task 1.0 – Kick-Off Meeting**

If desired by the CITY, CONSULTANT shall prepare for and attend a project kick-off meeting with the CITY utility staff to confirm the scope of services, discuss coordination with the meter supplier and contractor, discuss the project schedule, discuss permitting and/or any other regulatory requirements, and discuss any other questions or concerns the CITY may have. The CITY will schedule the meeting if deemed appropriate by the CITY.

**Task 2.0 – Basic Services During Construction**

**2.1 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.

## 2.2 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.

## 2.3 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.

## 2.4 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 authorizations of work from the allowances provided in the Construction Contract, preparation of recommendations to the CITY regarding authorizations of work from the allowances, 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 four (4) WCDs will be prepared during the 330-day construction period.

## 2.5 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 (4) RFI responses have been included in this task.

## 2.6 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 330 day construction period, we estimate 11 monthly meetings and site visits.

## 2.7 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 ten (10) shop drawings submittals for materials and equipment.

## 2.8 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 330 day construction period, we estimate 12 submittals.

## 2.9 Perform Milestone Site Visits

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

## 2.10 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. L-53-16 will prevail.

## 2.11 Additional Services

In the event that the all of the above-described services are not required or requested by the City during the installation period, and there is budget remaining in the not-to-exceed fee for this work authorization following completion of the installation period, 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 as-needed, 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 water treatment plant and reclaimed water treatment plant sites.
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**

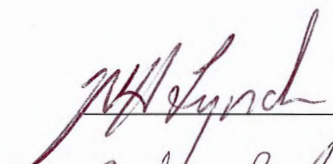
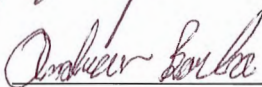
CONSULTANT shall perform the professional services provided herein for a not-to-exceed fee of **\$50,495**. CONSULTANT will invoice CITY monthly. CITY shall provide a written Notice to Proceed. The basis for proposed compensation is presented in Exhibit A.

### **IV. Completion Time**

The work will be performed in coordination with the project schedule contracted to be substantially complete within three hundred (300) calendar days after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment within three hundred thirty (330) calendar days after the date when the Contract Time commences to run.

**"CONSULTANT":**

Witnesses:

**McCafferty Brinson Consulting, LLC**

CONSULTANT Name



Signature

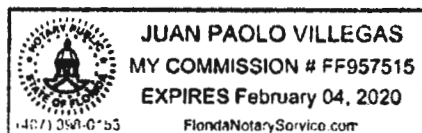
Frank A. Brinson, Manager

Name and Title

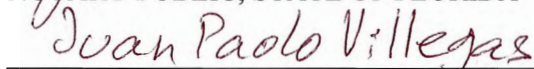
**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 15 day of February, 2017 by Frank A. Brinson, as Manager, of McCafferty Brinson, LLC, a limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

FF957515

Commission Number

**"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

**Exhibit A**  
**City of Pompano Beach**  
**Work Authorization No. 5**  
**Water and Reuse Treatment Plants Meter Replacement**  
**Engineering Budget Estimate**

Task Description	<i>Principal Engineer</i> \$200 per hour		<i>Engineer Intern</i> \$85 per hour		<i>Project Administrator</i> \$50 per hour		<i>Total Labor</i>		<i>Reimbursables</i>	<b>Total Budget</b>
	hours	budget	hours	budget	hours	budget	hours	budget		
1.0 Kick-off Meeting	4	\$800	4	\$340	0	\$0	8	\$1,140		\$1,140
2.0 Basic Services During Construction	86	\$17,200	183	\$15,555	38	\$1,900	307	\$34,655	\$300	\$34,955
2.1 Review of baseline project schedule and schedule of values	2		4		1		7			
2.2 Conformed Contract Documents	2		4		2		8		\$100	
2.3 Preconstruction Meeting	4		8		2		14			
2.4 Administer construction contract	22		44		4		70			
2.5 Respond to RFIs (4 assumed)	8		32		8		48			
2.6 Monthly Progress Meetings and site visits (11 assumed)	16		50		11		77			
2.7 Review shop drawing submittals (10 assumed)	10		9		0		19			
2.8 Review pay requests and schedules (12 assumed)	6		12		6		24			
2.9 Perform milestone site visits (2 assumed)	8		8		0		16			
2.10 Project close-out and final submittals	8		12		4		24		\$200	
2.11 Additional Services							0			
<b>MBC Totals:</b>	90	\$18,000	187	\$15,895	38	\$1,900	315	\$35,795	\$600	\$36,095

Subconsultants  
Hillers Electrical Engineers **\$14,400**

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**TOTAL NOT-TO-EXCEED FEE: \$50,495**

**Pompano Beach Water and Reuse Treatment Plants Meter Replacement**

**HILLERS ELECTRICAL ENGINEERING, INC.**

**Scope Fee Breakdown**

**2/16/2017**

Rate	\$171.08	\$140.53	\$116.09	\$91.65	\$119.14	\$70.26			
	ChiefEng	ProjectMngr	ProfessEng	ProjectEng	FieldInsp	Clerical	Total		TOTAL
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Expenses	TASK COST
kick-off meeting with City		4					4		\$562.12
pre-construction meeting		4					4		\$562.12
review of shop drawings	6	24			6		36		\$5,114.04
answer RFI's	4	16					20		\$2,932.80
assist with review paym req		1					1		\$140.53
perform site visits	1	10			24				\$4,435.74
project closeout/final submitta		4.6442					4.6442		\$652.65
Total Design Hours	11	63.6442			30		104.6442		
Total Labor Cost	\$1,881.88	\$8,943.92			\$3,574.20		\$14,400.00		\$14,400.00





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corporate Insurance Advisors 1401 E Broward Blvd Suite 103 Ft. Lauderdale FL 33301	CONTACT NAME: Greta Nielsen PHONE (A/C No. Ext): (954) 315-5000 E-MAIL ADDRESS: greta.nielsen@hotmail.com FAX (A/C No): (954) 315-5050
INSURED McCafferty Brinson Consulting, Inc. 633 S. Andrews Ave. Suite 402 Fort Lauderdale FL 33301	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Ins. INSURER B: Travelers Indemnity Company INSURER C: Transportation Insurance Co INSURER D: INSURER E: INSURER F:
	NAIC # 25658 20494

COVERAGES CERTIFICATE NUMBER: 16-17 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPK112200	4/11/2016	4/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA-8810X181-16	4/26/2016	4/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EFX105268	4/11/2016	4/11/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC431076569	10/30/2015	10/30/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			EPK112200	4/11/2016	4/11/2017	Each Claim \$1,000,000 Deductible \$2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#1

APPROVED

RISK MANAGEMENT

DATE:

BY:

SEE PAGE #2

## CERTIFICATE HOLDER

Missy.Stanley@copbfl.com

City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, FL 33061

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

Mark Schwartz/ANGELA

Mark R. Schwartz

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## COMMENTS/REMARKS

(Incidental Contractors Pollution Liab. (ICPL)-Occurrence. ENV01 200 (04/07) Contractor's Pollution Liab. Endt. ENV01300 (08/10) Cov. D- Environmental Consultants Prof. Liab. RE: RLI#H-49-10 \$2,500 per Occ. Deductible Continuing Contract for Civil Engineering Services for Various City Projects. City of Pompano Beach is included as additional insured with respect to General Liability and Auto Liability as required by written contract.

*Ar*

APPROVED  
RISK MANAGEMENT

DATE: 05-16-16

BY: JTM.