



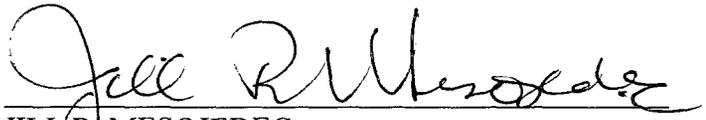
City Attorney's Communication #2016-494
February 8, 2016

TO: Alessandra Delfico, P.E., Utilities Dept.
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Mark E. Berman, City Attorney 
RE: Resolution – Work Authorization No. 1 / McCafferty Brinson Consulting, LLC

As requested in your e-mail of February 8, 2016, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$99,400.00 PURSUANT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MCCAFFERTY BRINSON CONSULTING, LLC FOR CONTINUING ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.


JILL R. MESOJEDEC

/jrm
l:cor/util/2016-494

Attachment

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$99,400.00 PURSUANT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MCCAFFERTY BRINSON CONSULTING, LLC FOR CONTINUING ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Work Authorization between the City of Pompano Beach and McCafferty Brinson Consulting, LLC for Membrane Element Replacement at the Water Treatment Plant, a copy of which Work Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Work Authorization between the City of Pompano Beach and McCafferty Brinson Consulting, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Work Authorization No. 1
Contract for Consulting/Professional Services Between the
City of Pompano Beach and McCafferty Brinson Consulting, LLC
Membrane Element Replacement at the Water Treatment Plant

Scope of Work

The services rendered pursuant to this Work Authorization No. 1 are in accordance with the terms and conditions of the Agreement for Consulting/Professional Services between the City of Pompano Beach and McCafferty Brinson Consulting, LLC, dated January 19th 2016 and approved by City Ordinance No. 2016-26.

I. Background and General Description of Services

The City of Pompano Beach owns and operates a 50 million gallon per day (mgd) capacity Water Treatment Plant (WTP) which consists of a 10 mgd capacity nanofiltration (NF) process in parallel with a 40 mgd conventional lime softening process. The essential component of the NF process is 1,820 membrane “elements”. NF membrane elements typically have a useful service life of 5 to 7 years. The existing NF membrane elements have performed satisfactorily since they were installed in 2008, and the City’s Capital Improvement Plan (CIP) has funds budgeted for replacement of the NF elements. The City is ready to begin replacing the existing NF membrane elements with new elements.

It is anticipated that the City will execute a contract with the Membrane Element Manufacturer (MEM), who will manufacture and furnish the membrane elements, as well as provide on-site services for unloading and disposal of the existing membrane elements, loading of the new membrane elements, and start-up and testing of each membrane unit.

This work order is for professional engineering services for development of a schematic design for the City’s new three-vessel pilot testing unit (to be constructed by the City), preparation of contract documents for the membrane element replacement, assist with pilot-scale proof testing of the new elements, bidding services, and engineering services during the membrane replacement period. Professional engineering services during the membrane replacement period following receipt of bids include services from the execution of the contract documents through membrane loading, start-up, performance testing, and project closeout.

II. Scope of Work

Task 1.0 – Kick-Off Meeting

CONSULTANT shall prepare for and attend a project kick-off meeting with the City utility staff to confirm the scope of the membrane replacement contract, discuss the conceptual design of the City’s new pilot test unit, review the preliminary membrane replacement schedule, discuss permitting and/or and other regulatory requirements, and discuss any other questions or concerns the City may have.

Task 2.0 – Schematic Design of Pilot Test Unit

CONSULTANT shall prepare a schematic design for the City's new three-vessel pilot testing unit which will use standard seven-element, 8-inch diameter membrane pressure vessels in a 2:1 array. The schematic design shall consist of a single-line process flow diagram and an equipment and materials list. The process flow diagram shall show pipe sizes and materials, flow directions, locations of equipment and instruments, etc. The level of detail to be provided in the schematic design shall be sufficient to enable the City's in-house personnel to utilize the schematic diagram to select materials and equipment and construct the pilot test unit with consulting assistance from CONSULTANT. The schematic diagram is not intended to be suitable for competitive bidding. This scope of work does not include electrical engineering design services. It is not anticipated that a City building permit will be required for construction of the pilot test unit.

Task 3.0 – Technical Specifications

CONSULTANT shall prepare technical specifications for the proposed work and assist the City in coordinating the technical specifications with the City-provided front-end documents (bidding requirements, contract forms, and conditions of the contract). The technical specifications shall be based on the Construction Specifications Institute (CSI) 16-division, three-part MASTERFORMAT and consist of written technical descriptions of materials, equipment, systems, standards, and workmanship as applicable for this project. The level of detail and information to be included in the technical specifications shall be sufficient to allow competitive bidding of the project from qualified membrane element manufacturers, and be consistent with generally accepted standards of the engineering and construction industries. Progress submittals of the technical specifications will be submitted at the 70%, 90%, and 100% complete stages of development.

CONSULTANT shall prepare and submit three (3) hardcopies and one electronic (.pdf file) copy of each progress submittal. Following each progress submittal, CONSULTANT shall schedule a meeting with the City to review the submittal and discuss any comments or questions from the City.

Task 4.0 – Permitting

Because the membrane element replacement involves a replacement of existing process components in kind, it is not anticipated that any permitting will be required. Therefore, no permitting services have been budgeted, other than the following. Consultant shall prepare and transmit a letter generally describing the scope of membrane replacement, and notifying the Broward County Health Department (BCHD) of the City's intention to proceed with the work. If the BCHD deems that a permit is required based on the description of the work provided in this letter, or if the scope of work is modified during the design phase such that permitting is required, these services will be provided under a separate authorization.

CONSULTANT will also provide certified sets of Contract Documents for submittal to the City of Pompano Beach Building Department, if necessary.

Task 5.0 – Pilot-Scale Proof Testing

CONSULTANT shall assist the City in procuring sample membrane elements to populate the City's pilot plant, loading the membranes in the pilot plant, monitoring operation of the pilot plant, and collecting and analyzing operating performance and water quality data during a three-month proof test of the membrane elements. The three-month proof test will be conducted concurrently with development of technical specifications for the membrane elements and negotiations with the MEM with the objective of confirming that the membrane elements will meet the City's performance and water quality objectives. This scope of work provides for assistance with the initial set-up and loading of the City's pilot plant, weekly site visits and data review during the three-month testing period, and final review and analysis of the collected data at the conclusion of testing.

Task 6.0 – Bidding Services

CONSULTANT shall prepare written responses to written questions from registered holders of bidding documents during the bid phase. CONSULTANT's responses shall be provided to the CITY Utility and Purchasing Departments. It is assumed that the City Purchasing Department will be responsible for preparation and reproduction of the bid sets, bid advertisement, distribution and administration of bid sets, preparation of addenda, bid opening, bid evaluation, contract award, and other activities during the bid phase.

Task 7.0 – Basic Services During Membrane Replacement Period

7.1 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 MEM's submitted preliminary (baseline) project schedule and draft schedule of values to be submitted with each application for payment.

7.2 Conformed Contract Documents

The CONSULTANT shall conform the bid documents by incorporating changes made to the bid documents by addendum and revising the notation of the documents from bid documents to conformed document, and provide conformed Contract Documents to the City.

7.3 Preconstruction Meeting

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

7.4 Administer Contract

CONSULTANT shall administer the City's contract with the MEM in accordance with the General and Supplementary 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 change orders, and preparation and processing of work change directives and change orders. For the purposes of this Work Order, it is assumed that up to three work change directives (WCDs) and one change order will be prepared during the membrane replacement period.

7.5 Respond to Requests for Information (RFI)

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

7.6 Monthly Progress Meetings and Site Visits

CONSULTANT shall prepare for and attend monthly progress meetings with the City and MEM 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 to determine if the Work is in general conformance to the Contract Documents and consistent with progress reflected in the monthly Applications for Payment.

7.7 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 MEM 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 MEM'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 MEM, shall be as defined within the Contract Documents. This scope of services provides for review of five (5) membrane performance test reports and up to five other shop drawing submittals for materials and equipment.

7.8 Review of Payment Requests and Schedules

CONSULTANT shall review pay requests and make recommendations to the City for payment to the MEM. CONSULTANT shall also review MEM's monthly progress schedule updates through completion of the project.

7.9 Perform Milestone Site Visits

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

7.10 Project Closeout and Final Submittals

CONSULTANT shall organize and participate in final project reconciliation meetings with the City and MEM. CONSULTANT shall prepare the closeout documents and coordinate the closeout of the project. Also, CONSULTANT will negotiate with the MEM, 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.

Task 8 – On-Site Engineering Services

8.1 On-Site Inspection of Delivered Membranes

CONSULTANT shall be present on site upon delivery for inspection of the membrane shipments. Shipments will be inspected for appropriate quantity, damage, and storage conditions. This scope of work provides for one 4-hour visit per delivery for up to three separate shipments, or a total of 12 hours.

8.2 Observation of Membrane Loading and Start-Up

CONSULTANT shall visit the water treatment plant to observe loading of the membrane elements and start-up of each membrane unit after loading. CONSULTANT shall observe the loading for general compliance with written loading procedures provided by the MEM, maintenance of sanitary conditions and practices, and conformance to generally accepted industry standards regarding membrane element installation. This scope of work provides for one 8-hour visit for each membrane unit, or a total of 40 hours.

8.3 Site Visits During Performance Testing

CONSULTANT shall visit the water treatment plant during the specified 7-day membrane performance test for each unit to observe operation of the unit(s) in testing, identify any

issues that should be addressed during performance testing, and answer any questions from the City operators regarding performance testing conditions, membrane performance issues, operating data collection, water quality sampling, etc. This scope of work provides for two 8-hour visits for each performance test, or a total of 80 hours.

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 regarding staff questions, and CONSULTANT will have access to the water treatment plant site.
2. The City will provide pdf record drawings of recent projects at the NF plant.
3. The City will be responsible for bid advertisement, distribution of bidding documents, and issuing addenda during the bidding phase.
4. The City will be responsible for all permit fees.
5. Budgets for Tasks 7 and 8 are based on an estimated membrane replacement period (Contract Time) of 230 calendar days. If the actual schedule differs significantly from this, an adjustment to the budget will be required.

IV. Budget

Consultant shall perform the professional services provided herein for a lump sum fee of \$99,400. 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 proposed schedule is based on days from issuance of a written Notice to Proceed (NTP) from the City.

Project Milestone	Duration (Days)	
	From Previous Task	From NTP
Project Kick-off Meeting	14	14
70% Document Submittal	60	119
90% Document Submittal*	60	179
100% Document Submittal*	60	239
Bid Set Submittal*	14	153

*Preliminary schedule assumes comments on previous progress submittal are received within 30 days of the submittal date.

"CONSULTANT":

Witnesses:

Audrey McCafferty
Quinn Stodolka

McCafferty Brinson Consulting, LLC
CONSULTANT Name

Frank A. Brinson
Signature

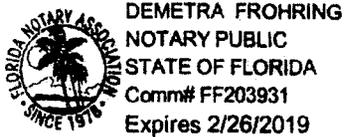
Frank A. Brinson, Vice President
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of February, 2016 by Frank A. Brinson, as President of McCafferty Brinson Consulting on behalf of the corporation. (He) is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Demetra Frohring
NOTARY PUBLIC, STATE OF FLORIDA



Demetra Frohring
(Name of Acknowledger Typed, Printed or Stamped)

FF203931
Commission Number

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

I. STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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. 1
Membrane Element Replacement at the Water Treatment Plant
Engineering Budget Estimate

Task Description	Principal Engineer \$200 per hour		Engineer Intern \$85 per hour		Clerical \$50 per hour		Total Labor		Reimbursables	Subconsultant(1) \$130 per hour		Total Budget
	hours	budget	hours	budget	hours	budget	hours	budget		hours	budget	
1.0 Kick-off Meeting	8	\$1,600	2	\$170	0	\$0	10	\$1,770		4	\$520	\$2,290
2.0 Schematic Design of Pilot Test Unit	4	\$800	0	\$0	0	\$0	4	\$800	\$0	30	\$3,900	\$4,700
3.0 Technical Specifications	32	\$6,400	32	\$2,720	0	\$0	64	\$9,120	\$100	24	\$3,120	\$12,340
4.0 Permitting	4	\$800	8	\$680	0	\$0	12	\$1,480				\$1,480
5.0 Pilot-Scale Proof Testing	8	\$1,600	16	\$1,360	0	\$0	24	\$2,960	\$0	30	\$3,900	\$6,860
6.0 Bidding Services	12	\$2,400	8	\$680	0	\$0	20	\$3,080				\$3,080
7.0 Basic Services During Membrane Replacement												
7.1 Review of Baseline Schedule and Schedule of Values	8	\$1,600	4	\$340	0	\$0	12	\$1,940				\$1,940
7.2 Conformed Contract Documents	2	\$400	4	\$340	2	\$100	8	\$840				\$840
7.3 Preconstruction Meeting	8	\$1,600	8	\$680	0	\$0	16	\$2,280		4	\$520	\$2,800
7.4 Administer Contract	24	\$4,800	60	\$5,100	0	\$0	84	\$9,900	\$200			\$10,100
7.5 Respond to RFIs	12	\$2,400	6	\$510	0	\$0	18	\$2,910		2	\$260	\$3,170
7.6 Monthly Meetings and Site Visits	48	\$9,600	8	\$680	0	\$0	56	\$10,280				\$10,280
7.7 Review Shop Drawing Submittals	20	\$4,000	40	\$3,400	0	\$0	60	\$7,400	\$500	30	\$3,900	\$11,800
7.8 Review Payment Requests and Schedules	24	\$4,800	24	\$2,040	0	\$0	48	\$6,840				\$6,840
7.9 Milestone Site Visits	8	\$1,600	16	\$1,360	0	\$0	24	\$2,960				\$2,960
7.10 Project Closeout and Final Submittals	2	\$400	4	\$340	2	\$100	8	\$840				\$840
8.0 On-Site Engineering Services												
8.1 Inspection of Delivered Membranes										12	\$1,560	\$1,560
8.2 Observation of Membrane Loading										40	\$5,200	\$5,200
8.3 Site Visits During Performance Testing										80	\$10,400	\$10,400
Totals:	224	\$44,800	240	\$20,400	4	\$200	468	\$65,400	\$800			\$99,480

TOTAL LUMP SUM FEE, USE:

\$99,400

(1) William B. Suratt, P.E., membrane specialist consultant.