### **ITEM #10**

Exhibit 5 – (HS0742 Work Authorization, Digester No. 3 Cover Replacement)

## **ADDITIONAL MATERIAL**

## Regular Meeting OCTOBER 9, 2018

### SUBMITTED AT THE REQUEST OF

## WATER AND WASTEWATER DIVISION

# Work Authorization No. HS0742 Digester No.3 Cover Replacement Under Agreement between Broward County and Hazen and Sawyer, P.C. for General Consultant Services for Water and Wastewater Services

- 1. This Work Authorization is issued pursuant to the Agreement between Broward County (hereinafter referred to as "COUNTY") and Hazen and Sawyer, P.C. for General Consultant Services for Water & Wastewater Services (hereinafter "the Agreement"), which was approved by the Board of County Commissioners on June 24, 2008.
- 2. This Work Authorization permits Hazen and Sawyer, P.C. (hereinafter referred to as "CONSULTANT") to provide the services described in Exhibit "A" to this Work Authorization. These services are authorized pursuant to Article 3 of the Agreement.
- 3. Compensation and Method of Payment.
  - 3.1 Payment for the services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation shall be as follows:
    - [X] Maximum Amount Not-To-Exceed Compensation. COUNTY agrees to pay CONSULTANT as compensation for performance of all services set forth in Exhibit "A" to this Work Authorization, and as required under the terms of the Agreement, as follows: Salary Costs as described in Section 5.2 of the Agreement, up to a maximum amount not-to-exceed Four Hundred Seventy-one Thousand Nine Hundred Ninety Dollars (\$471,990.00) for Tasks 1 through 6, and Twenty Thousand Dollars (\$20,000.00) for Task 7, and to reimburse CONSULTANT for Reimbursables as described in Section 5.3 of the Agreement, up to a maximum amount not-to-exceed Thirteen Thousand Five Hundred Dollars (\$13,500.00), for a total maximum amount not-to-exceed Five Hundred Five Thousand Four Hundred Ninety Dollars (\$505,490.00). It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The maximum hourly rates payable by COUNTY for each of CONSULTANT's employee categories shall be as shown on Exhibit "A" to the Agreement.

[] Lump	Sum	Compensation.	COUNTY	agrees	to	pav
CONSULTAN	T as cor	npensation for per	formance of a	all services	set	forth
in Exhibit "A"	to this \	Vork Authorization	, as required	under the	tern	ns of
the Agreemen	t, a Lum	p Sum of \$		lt is unders		

the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth herein for total compensation in the amount stated above. The maximum hourly rates payable by COUNTY for each of the CONSULTANT's employee categories shall be as shown on Exhibit "A" to the Agreement.

3.2 Payments for this Work Authorization shall be charged against:

Budget No. 4620-126-9042-6510

- If this box is checked, COUNTY shall pay CONSULTANT within thirty (30) calendar days from receipt of CONSULTANT's proper statement, as defined by COUNTY's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by CONSULTANT and written approval by the Contract Administrator that the Project is progressing in a satisfactory manner, the Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements. No amount shall be withheld from payments for reimbursables or for services performed during the construction phase. Upon CONSULTANT's satisfactory completion of each phase and after the Contract Administrator's review and approval, COUNTY shall remit to CONSULTANT that ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project must be approved by the Director of the Broward County Purchasing Division.
- 4. All services to be performed pursuant to this Work Authorization shall be completed within One Thousand Ninety-five (1095) calendar days of the issuance of the Notice to Proceed ("Time for Performance").
- If this box is checked, liquidated damages shall be applicable. In the event CONSULTANT fails to complete the services identified in Exhibit "A" to this Work Authorization, on or before the Time for Performance set forth in section 4 above. CONSULTANT shall COUNTY pay to the for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the These amounts are not penalties but are liquidated damages to COUNTY for its inability to proceed with, and complete, the Project in a timely manner pursuant to the agreed upon Project Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONSULTANT to complete the services within the applicable Time for Performance. This provision shall not affect the rights and

obligations of either party as set forth in Section 10.7 of the Agreement.

#### 5. CDBE Goals.

- 5.1 In an effort to assist COUNTY in achieving its overall goal as set forth in the Agreement, CONSULTANT agrees to meet the following CDBE participation goals by utilizing the CDBE firms for the work and dollar values described in subsection 5.2: \_\_0 %.
- 5.2 In performing services for this Project, COUNTY and CONSULTANT hereby incorporate CONSULTANT's participating CDBE firms, addresses, scope of work, and dollar value identified in the Schedule of CDBE Participation (attached hereto and incorporated herein as Exhibit "B").
- 6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization.

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 24 day of , 20 11 , and HAZEN & SAWYER, P.C., signing by and through its nesidon, duly authorized to execute same.

COUN	<u> </u>
Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County County Board Insurance requirement Approved by Broward County Risk Management Division  By 13 MM  By 14 MM  By 15 MM	BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS  By Mayor  Mayor  Mayor  Approved as to form by  Office of County Attorney  Broward County, Florida  JONI ARMSTRONG COFFEY, County Attorne Governmental Center, Suite 423  15 South Andrews Avenue  Fort Lauderdale, Florida 33301  Telephone: (954) 357-7600  Telecopier: (954) 357-6968  By Al A. DiCalvo  Assistant County Attorney

**CONSULTANT** 

HAZEN AND SAWYER . RXC. ATTEST: Patrick A. Davis i elimo Ву Corporate Secretary dent or Vice President (SEAL) Bors, Vice President (Print Name & Title) 5th day of January , 20 11. AAD:dmv 12/22/10 HS0742 WA.doc

HS0742 WA

#### **EXHIBIT "A"**

#### **SCOPE OF SERVICES**

#### **DIGESTER No. 3 COVER REPLACEMENT**

#### BCWWS PROJECT NO. 9042 WORK AUTHORIZATION HS0742

#### December 14, 2010

#### **PREAMBLE**

In October 2007, Hazen and Sawyer, P.C. (**CONSULTANT**) evaluated the cover leveling issues related to Digester No. 3 at the North Regional Wastewater Treatment Plant NRWWTP. The evaluation identified the following damage related to elements of the floating cover:

- All wheel and guide assemblies
- Gas holding skirt
- Concrete ballast ring beam
- Corbel supports
- Thief hole failure
- Protective coating

The costs associated with repairing these items were identified in the report. Subsequent to the issuance of the evaluation, the **COUNTY** has determined that the costs of the repair work exceed the costs of replacing the cover in its entirety. Therefore, the **COUNTY** has decided to install a new cover and related appurtenances for the Digester No. 3.

**CONSULTANT** shall provide professional engineering services to **COUNTY** under the General Consultant Services for Water and Wastewater Services Agreement (RLI No. 20060911-0-EED-1) for the design and construction management services related to the Digester No. 3 cover replacement.

The scope of the services to be performed under this work authorization includes detailed design, permitting assistance, bid and award efforts and construction management services as required for completing the Digester No. 3 cover replacement.

The design of the digester cover shall include the following major elements:

- Replace the gas holding digester cover
- Replace the wheel and guide assemblies
- Replace the concrete ballast ring beam
- Repair or replace the corbel supports
- Upgrade to nine gas guns and associated piping
- Replace flame arrestors

C:\Documents and Settings\jorozco\Local Settings\Temporary Internet Files\Content.Outlook\SH4CJZEM\HS0742 Exhibit A Scope of Services DIGESTER DESIGN RPR.doc

Page 1 of 11

- Replace water separators
- Install methane monitoring system (during construction activities)
- Provide for coating of entire system
- Replace the blower and interconnecting piping
- Replace the sludge recirculation pump and piping

These items may be revised upon project initiation, depending upon the current condition of the system.

#### **SCOPE OF WORK**

#### TASK 1 - PROJECT INITIATION

#### Subtask 1 -- Project Kickoff

**CONSULTANT** shall conduct one site visit to determine the current condition of Digester No. 3. **COUNTY** shall attend the visit with **CONSULTANT**. **CONSULTANT** shall prepare a summary list of items regarding Digester No. 3 discussed during site visit and submit to **COUNTY** for **COUNTY**'s approval.

#### Subtask 2 – Summary Memorandum

**CONSULTANT** shall perform one detailed site visit to inspect the condition of the remaining seven digesters. **CONSULTANT** shall inspect the digesters, while in operation, to assess and prioritize other repairs to be performed under a future project. **CONSULTANT** shall prepare a summary memorandum describing repairs with a budgetary cost estimate.

#### TASK 2 - PRELIMINARY DESIGN

**CONSULTANT** shall prepare a boundary site survey and topographic survey as required for submittal to permitting agencies.

#### TASK 3 - DETAILED DESIGN

Based on the site visit summary approved by the COUNTY, **CONSULTANT** shall prepare construction contract documents including bidding documents, general and supplementary conditions, technical specifications and drawings that detail the character and extent of the project.

At each design milestone as identified in Subtasks 1 and 2, CONSULTANT shall provide COUNTY with one unbound copy and one electronic copy (PDF format) of construction contract documents for that milestone. CONSULTANT shall meet with COUNTY to receive and discuss COUNTY's review comments. CONSULTANT shall incorporate into the construction contract documents the review comments of COUNTY as required. Meeting notes shall be prepared by CONSULTANT and distributed electronically to attendees.

#### Subtask 1 - 50% Design

The 50% design milestone submittal shall consist of preliminary drawings (11-inch by 17-inch) for general, civil, mechanical, structural, architectural, instrumentation, and electrical disciplines. Draft technical specifications (Divisions 1 – 17) shall also be included in the submittal. Twenty calendar days of review time for **COUNTY** have been provided for in **CONSULTANT**'s time of performance.

#### Subtask 2 - 90% Design

The 90% design milestone submittal shall consist of the entire contract document set including **COUNTY** front end documents, technical specifications and construction drawings (11-inch by 17-inch) for all work proposed. Twenty calendar days of review time for the COUNTY have been provided for in **CONSULTANT**'s time of performance.

#### Subtask 3 – Preparation of Probable Construction Cost Estimate

**CONSULTANT** shall develop an opinion of probable cost of construction based on the 50% and 90% design milestone stages of the project.

At the 50% design milestone, **CONSULTANT** shall provide a budget level opinion of probable cost as defined by the Association for Advancement of Cost Engineering International (AACE International). An estimate of this type is normally expected to be accurate within +30% and -15%.

At the 90% design milestone, **CONSULTANT** shall provide a definitive level opinion of probable cost (+15%, -5%) as defined by AACE International.

#### Subtask 4 – Final Check Documents (Purchasing Review Submittal)

**CONSULTANT** shall provide **COUNTY** with four (4) copies of construction contract documents that incorporate final comments received from **COUNTY** during the 90% design review meeting and information required from the **COUNTY** to finalize the front end documents. Two (2) sets of specifications will be provided by **CONSULTANT** in a three-ring binder. This task will be completed within twenty calendar days from receipt of the required information from the **COUNTY**.

#### TASK 4 - PRE-BID PERMITTING

At the 90% stage of design, **CONSULTANT** shall submit the 90% design documents to the permitting agencies listed below for review or permit issuance as noted.

<u>State of Florida Department of Environmental Protection Department (FDEP) – Notification/Wastewater Permit Application</u>

CONSULTANT shall prepare and submit FDEP documentation.

Broward County Environmental Protection and Growth Management Division (BC EPGMD) - Application to Construct a Wastewater Plant Modification

C:\Documents and Settings\jorozco\Local Settings\Temporary Internet Files\Content,Outlook\SH4CJZEM\HS0742 Exhibit A Scope of Services DIGESTER DESIGN\_RPR.doc

**CONSULTANT** shall prepare and submit documentation to BC EPGMD.

#### City of Pompano Beach Building Department

**CONSULTANT** shall submit the contract documents for a preliminary review to the City of Pompano Beach Building Department. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents. **CONSULTANT** shall participate in one meeting with the Building Department to resolve outstanding issues.

Failure to identify governmental authorities that have jurisdiction over project at the time of permitting scope preparation does not relieve **CONSULTANT** from responsibility to pursue the permit as described above. However, an equitable adjustment to the **CONSULTANT's** compensation may be negotiated if deemed appropriate.

#### TASK 5 - BIDDING AND AWARD

The purpose of this task is to provide bidding and award services as follows:

#### Subtask 1 – Preparation of Final Bid Documents

**CONSULTANT** shall make final revisions to the documents based on review comments received by permitting agencies and the **COUNTY** Purchasing Department. **CONSULTANT** shall reproduce construction contract documents to provide copies requested by potential bidders and six sets to the **COUNTY**.

#### Subtask 2 - Pre-Bid Conference and Job Walk Through

**CONSULTANT** shall attend one pre-bid conference and job walk through prior to the advertised bid date. **CONSULTANT** shall prepare meeting minutes and distribute to attendees.

#### Subtask 3 - Issue Bid Documents and Addenda

CONSULTANT shall reproduce and distribute bid documents to construction contractors requesting documents. CONSULTANT can charge a reasonable fee to potential bidders and others that request bid documents. CONSULTANT will maintain a list of plan holders. CONSULTANT shall provide timely responses to the inquiries of potential bidders through written addenda. These queries shall be transmitted to the COUNTY by CONSULTANT. CONSULTANT shall prepare and distribute addenda as approved by COUNTY. CONSULTANT's compensation has been based on issuing two addenda.

#### Subtask 4 - Bid Evaluation

**COUNTY** shall forward the lowest responsive bid to **CONSULTANT**. **CONSULTANT** shall evaluate bids for technical compliance and shall make a recommendation to the **COUNTY** in regard to the award of the contract. Non-technical bid requirements shall be evaluated by **COUNTY**. This Scope of Services does not include time for **CONSULTANT** to assist **COUNTY** in the event of a bid protest.

#### Subtask 5 – Preparation of Contract Documents for Execution

**CONSULTANT** shall provide eight sets of bid documents and addenda for execution by **COUNTY** and Construction Contractor within seven calendar days of request by **COUNTY**.

#### TASK 6 - CONSTRUCTION MANAGEMENT SERVICES

**CONSULTANT** shall perform the following tasks associated with office administration and field observation activities related to the construction of the project.

### Subtask 1 – Assistance to Contractor for Procuring Agency Permit and Approval

<u>Building Department</u>: The **CONSULTANT** shall provide assistance to the Contractor for procuring the Building Department permit from the City of Pompano Beach. **CONSULTANT** shall participate in up to two meetings with the Building Department to resolve outstanding issues. **CONSULTANT** shall address up to two sets of comments from the Building Department and prepare drawing modifications in response to these comments as required.

#### Subtask 2 - Construction Oversight Services

<u>Construction Administration</u> - **CONSULTANT** shall provide limited construction administration services during the construction phase, including:

General Management – CONSULTANT shall provide necessary services for the management of the project during the construction phase. Such management activities shall include limited coordination and general correspondence with the COUNTY, Construction Contractor and subcontractors as well as handling and processing of submittals. This task also includes requests for contract interpretations and clarifications required by the Contractor which do not result in the submittal of formal Requests for Information. For purposes of estimating the level of effort associated with this task, four hours per month for a period of 15 months are anticipated. Although the construction duration is limited to 12 months, it is anticipated that approximately three months will pass between the Contractor's initial Notice to Proceed and the Notice to Proceed for Construction.

<u>Contract Interpretations and Clarifications</u> – **CONSULTANT** shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. For purposes of estimating level of effort associated with this sub task, it is assumed that 24 requests for information will be addressed by **CONSULTANT**. Non-technical administrative interpretations will be issued by **COUNTY**.

Change Orders - CONSULTANT shall provide technical input for requests for routine project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by COUNTY after the project bid date. CONSULTANT shall evaluate the impact of the change request in terms of project cost and schedule. CONSULTANT shall prepare a recommendation of the change order request and if accepted, a statement noting that the requested cost / schedule impacts are fair and reasonable. CONSULTANT'S analysis of the change request shall be

forwarded to **COUNTY** for processing. This Scope of Services has been based upon the preparation of two Requests for Proposal and two change orders. It is noted that **CONSULTANT'S** Scope of Services does not include claims analysis or litigation support.

#### Subtask 3 - Submittal Review

CONSULTANT shall perform the submittal review tasks detailed below.

Pay Requests - The CONSULTANT shall review applications for payment and accompanying data, determine the amounts owed, and recommend approval of payments due the Contractor. It is understood that the CONSULTANT's recommendation of any payment requested in an application for payment constitutes a representation by the CONSULTANT to the COUNTY, based on CONSULTANT's onsite observations of construction in progress as an experienced and qualified professional and on the CONSULTANT's review of the application for payment and the accompanying data and schedules, that construction has progressed to the point indicated. In addition, it is understood that to the best of the CONSULTANT's knowledge, information and belief, the quality of construction is in substantial accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and any qualifications stated in the recommendation; and that the Contractor is due the amount recommended. For the purposes of estimating the level of effort associated with this subtask, it is assumed that the CONSULTANT shall review 13 pay requests.

<u>Shop Drawings</u> – **CONSULTANT** shall log, track, review and process shop drawings and any other submittals which the Construction Contractor is required to submit within twenty-one working days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. **CONSULTANT** shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This Scope of Services has been based upon the review and processing of a maximum of 30 submittals, including resubmittals.

#### Subtask 4 - Construction Meetings

**CONSULTANT** shall attend meetings as follows:

<u>Preconstruction Conference</u> – **CONSULTANT's RPR** shall conduct a preconstruction conference attended by representatives of **COUNTY** and by the construction contractor. **CONSULTANT** shall provide the attendees with a written summary of the meeting which will be distributed electronically.

Construction Progress Meetings – Once per month (up to a maximum of 12 meetings), CONSULTANT'S RPR shall conduct a progress meeting with the Construction Contractor and the COUNTY to review project status and identify issues that may affect the project schedule. CONSULTANT shall provide COUNTY with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs.

 $C: \label{local-content} C: \label{local-content-cont$ 

Page 6 of 11

#### Subtask 5 - Field Observation Services

The **CONSULTANT** shall provide a Resident Project Representative (RPR) to provide field observation services of the proposed Work. This Scope of Services has been based upon a maximum full-time observation for six months and part-time observation for three months.

The RPR will perform the following duties and responsibilities:

- Attend pre-construction conference, progress meetings and other job conferences.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor whenever the RPR believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Immediately inform the Contractor upon the commencement of any construction requiring a submittal, if the submittal has not been accepted.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the COUNTY before equipment start-up and operator training is conducted by the Contractor.
- Observe, record, and report appropriate details relative to testing and start-up procedures.
- Prepare daily reports and maintain a daily diary or log book, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Record names, addresses and telephone numbers of Contractor, subcontractor and major supplier personnel.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project(s), and record the outcome of these inspections in the daily report.
- Review applications for payment with the Contractor for accuracy, back-up detail and completeness.
- During the course of construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed.

C:\Documents and Settings\jorozco\Local Settings\Temporary Internet Files\Content.Outlook\SH4CJZEM\HS0742 Exhibit A Scope of Services DIGESTER DESIGN RPR.doc

Page 7 of 11

- Before issuance of a determination of substantial completion, prepare a list of items requiring completion or correction, in concert with the COUNTY. Participate in the final inspection.
- Coordinate with the COUNTY and Contractor for necessary shutdowns and interruptions of COUNTY facilities.

It is important to note that in performance of the duties noted herein, the RPR shall not:

- Undertake any of the responsibilities of Contractor or its subcontractors, nor direct any of their work.
- Advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise on, or issue directions about, safety precautions and programs related to the Contractor's Work.
- Approve any interruptions or modification of COUNTY's facilities without the approval of COUNTY.

#### Subtask 6 - On-Site Startup Services

**CONSULTANT** shall monitor startup activities and shall participate during the startup phase of the project. Participation shall include but not be limited to: cover operation, electrical and instrumentation terminations; review of as-built documentation prior to startup; coordination of new signals with existing SCADA system; and process tuning during startup. This Scope of Services has been based upon a maximum of one week full time onsite participation.

#### Subtask 7 - Specialty Discipline Site Reviews

**CONSULTANT** shall undertake periodic site reviews sufficient for all Engineers of Record to certify completion of the project for each discipline. The following estimated hours are assumed for specialty site reviews over the duration of the construction project:

0	Mechanical	24 hours
0	Electrical	24 hours
0	Instrumentation	24 hours
0	Structural	24 hours

#### Subtask 8 – Witness Testing

#### NOT USED

#### Subtask 9 – Project Closeout

Upon receiving notice from the Contractor that the project is substantially complete, CONSULTANT, in conjunction with appropriate COUNTY staff, shall develop a "punch list" of the project. The "punch list" shall include items needing completion or correction prior to consideration of final acceptance. CONSULTANT shall develop the list with assistance from COUNTY. The list shall be forwarded to the Contractor by the COUNTY. Upon notification from

C:\Documents and Scttings\jorozco\Local Settings\Temporary Internet Files\Content.Outlook\SH4CJZEM\HS0742 Exhibit A Scope of Services DIGESTER DESIGN\_RPR.doc

the Contractor that all remaining "punch list" items have been resolved, **CONSULTANT**, in conjunction with appropriate **COUNTY** staff, shall perform a final review of the finished project. Based on successful completion of all outstanding work items by the Contractor, **CONSULTANT** shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies. Final certifications include the following:

 DEP Form 62-620.910(12), Notification of Completion of Construction for Wastewater Facilities or Activities.

#### Subtask 10 - Record Drawings

CONSULTANT shall prepare and distribute to the COUNTY within thirty (30) days of the date of receipt of marked-up, red-lined field drawings from the Construction Contractor and COUNTY, two sets of 22" x 34" signed and sealed prints. CONSULTANT shall also deliver the AutoCAD electronic version of the record drawings on compact disk. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Construction Contractor and COUNTY to CONSULTANT.

#### TASK 7 - ADDITIONAL SERVICES

**CONSULTANT** shall assist the **COUNTY** as required to address issues that may arise from outside agencies during the design, permitting, and bid/award. These services shall be related to this Scope of Services and may include any of the following:

- Additional permits that may be required for the project over and above those listed under Task 3.
- Additional upgrades or modifications at the site requested by COUNTY.

**CONSULTANT** shall further provide as required construction management services if the construction duration extends beyond a period of twelve months for Substantial Completion or if the estimated level of effort associated with previous tasks is exceeded. These services shall be related to this Scope of Services and may include any of the following:

- Additional meetings and/or submittals to the Building Department as described in Task
   Subtask 1.
- Submittal review in excess of the anticipated number of submittals described in Task 6, Subtask 3.
- Construction administration activities described in Task 6, Subtask 2.
- Field observation services as described in Task 6, Subtask 5.
- Special Inspector services if requested by the City of Pompano Beach Building Department.

Services provided under Task 7 shall be billed on an hourly basis up to an amount of \$20,000. Services performed under this task must be initiated by a separate authorization from the Contract Administrator.

#### **Time of Performance**

The estimated schedule for activities to be performed under this scope of services is presented below.

	Time
Design Phase Services	260 days
Purchasing Review	60 days
Bid/Award Services	180 days
Limited CMS	
Contractor's First NTP to Construction NTP	90 days
Construction NTP to Substantial Completion	365 days
Substantial Completion to Final Completion	30 days
Record Drawings	60 days
Total	1045 days

#### Key Assumptions

- Planning and Zoning approval is not included.
- A single construction bid package shall be prepared with no owner furnished equipment.
- COUNTY will provide a single version of their Front End documentation that can be modified electronically. Any changes to the standard language or format of the Front End required prior to Bid will be completed by COUNTY.
- The Construction Period is anticipated to last approximately twelve months from the Contractor's construction Notice-to-Proceed to Substantial Completion.
- The COUNTY shall perform all required modifications to Operations and Maintenance Manual.
- The CONSULTANT shall not be responsible for the acts or omissions of any Construction Contractor, any construction subcontractor or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
- The CONSULTANT shall not be responsible for Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the Construction Contractor and shall interpret all technical requirements of the Construction Contract documents.

- CONSULTANT shall pay for tests referenced in Paragraph 49 of Section 00800 of the General Conditions up to an allowance of \$2,000. The RPR shall coordinate all testing requirements with the Construction Contractor.
- CONSULTANT shall pay all permitting fees required up to an allowance of \$5,000.
   Permit fees exceeding this allowance shall be paid by COUNTY.