



RFP25-001 Addendum 4

The Whiting-Turner Contracting Company

Supplier Response

Event Information

Number: RFP25-001 Addendum 4
Title: Design-Build Services Oceanside Parking Garage
Type: Request for Proposals
Issue Date: 10/8/2024
Deadline: 2/20/2025 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Design-Build Services for the Construction of a Parking Garage at 109 N. Ocean Boulevard (A1A), Pompano Beach, FL 33060, also referred to as Oceanside Parking Garage.

Proposers must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>.

The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents.

Contact Information

Contact: Eric Seier

Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Email: purchasing@copbfl.com

The Whiting-Turner Contracting Company Information

Contact: Frank Zaremba
Address: 110 East Broward Blvd
Suite 2050
Fort Lauderdale, FL 33301
Phone: (561) 719-4044
Email: frank.zaremba@whiting-turner.com
Web Address: whiting-turner.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Brent Voyles

Signature

Submitted at 2/20/2025 01:45:16 PM (ET)

Brent.Voyles@Whiting-Turner.com

Email

Supplier Note

Please add the following email on responses and notifications: david.johnston@whiting-turner.com Attribute #5 drop down selections do not match the statement. We do not have any conflicts of interest.

Requested Attachments

Proposal

WT_RFP25-001 Proposal
Oceanside Design Build
Garage.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Exhibit A - Local Business Participation Form

<p>Exhibit A - Local Business Participation Form</p>

WT_RFP25-001 Exhibit
A_Complete.pdf

Exhibit B - Letter of Intent Form

<p>Exhibit B - Letter of Intent Form</p>

WT_RFP25-001 Exhibit B
Forms_Executed.pdf

Exhibit C - Local Business Unavailability Form

<p>Exhibit C - Local Business Unavailability Form</p>

WT_RFP25-001 Exhibit C - Local
Business Unavailability Form.pdf

Exhibit D - Good Faith Effort Form

<p>Exhibit D - Good Faith Effort Form </p>

WT_RFP25-001 Exhibit D - Good
Faith Effort Form.pdf

Exhibit F – References

<p>Exhibit F – References</p>

WT_RFP25-001 Exhibit
F_References.pdf

Bid Attributes

1 Total Project Completion

Enter the sum of calendar days for the substantial and final project completion.

2 CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

4 City of Pompano Beach Local Business

Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.) Indicate yes or no from drop-down menu.

5 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

6 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.
PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

7 Vendor Certification Regarding Scrutinized Companies Lists (Over \$1,000,000.00)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☒ Certified

8 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree

9 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes

City of Pompano Beach
Oceanside Parking Garage
Design / Pre-Con Breakdown

Design and Pre-Construction (Design Team & GC)

Conceptual Design Package	\$102,300
Schematic Design Package	\$217,500
Design Development Package	\$447,600
50% Construction Documents	\$383,750
100% Construction Documents	\$127,947

Total Design & Pre-Construction	\$1,279,097
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Building Permits/Impact & Connection Fees	\$794,380
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Garage & Site Construction	\$30,803,213
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TOTAL PROJECT COST	\$32,876,690
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FINANCIAL IMPACT

SOFT COST		
Design and Pre-Construction (Design Team & GC)	Initial GMP	\$1,279,097
Building Permits/Impact & Connection Fees		\$794,380
FPL Design & Installation Allowance		\$170,850
Threshold Inspections/Material Testing		\$108,205
Construction Administration (Design Team)		\$198,186
Cost Escalation Thru June 2027		\$486,323
TOTAL SOFT COSTS:		\$3,037,041
HARD COST		
Site Development		\$2,256,546
Drive Thru Lane A1A - Riverside		\$533,166
SUB-TOTAL SITE DEVELOPMENT:		\$2,789,712
Parking Garage (Base Price)		\$18,847,713
Architectural Iconic Upgrades		\$8,202,224
SUB-TOTAL GARAGE		\$27,049,937
TOTAL HARD COST		\$29,839,649
TOTAL PROJECT COST: \$32,876,690		

SOFT COST

Design and Pre-Construction (Design Team & GC)	\$1,279,097
Building Permits/Impact & Connection Fees	\$794,380
FPL Design & Installation Allowance	\$170,850
Threshold Inspections/Material Testing	\$108,205
Construction Administration (Design Team)	\$198,186
Cost Escalation thru June 2027	\$486,323
TOTAL SOFT COSTS:	\$3,037,041

HARD COST

Site Development	\$2,256,546
Drive Thru Lane A1A - Riverside	\$533,166
Sub-Total Site Development	\$2,789,712
Parking Garage (Base Price)	\$18,847,713
Architectural Iconic Upgrades	\$8,202,224
Sub-Total Garage	\$27,049,937
TOTAL HARD COST	\$29,839,649

TOTAL PROJECT COST	\$32,876,690
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Detail by Entity Name

Foreign Profit Corporation

WHITING-TURNER CONTRACTING COMPANY THE

Filing Information

Document Number	815261
FEI/EIN Number	52-0529450
Date Filed	05/08/1961
State	MD
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/01/1986
Event Effective Date	NONE

Principal Address

300 EAST JOPPA ROAD
BALTIMORE, MD 21286-3048

Changed: 01/21/2000

Mailing Address

300 EAST JOPPA ROAD
BALTIMORE, MD 21286-3048

Changed: 01/21/2000

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND RD.
PLANTATION, FL 33324

Name Changed: 03/06/1992

Address Changed: 11/06/1997

Officer/Director Detail

Name & Address

Title Executive Vice President, Secretary

Ernst, Michael F
300 EAST JOPPA ROAD
BALTIMORE, MD 21286-3048

Title President

Regan, Timothy J
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BALTIMORE, MD 21286-3048

Title Sr. Executive Vice President

Moag, Anthony
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Title Executive Vice President

Douglas, Keith A
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Title Executive Vice President

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Breig, J Scott
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Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	01/25/2024
2025	01/15/2025

Document Images

01/15/2025 – ANNUAL REPORT	View image in PDF format
01/25/2024 – ANNUAL REPORT	View image in PDF format
07/28/2023 – AMENDED ANNUAL REPORT	View image in PDF format
01/23/2023 – ANNUAL REPORT	View image in PDF format
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02/01/2021 – ANNUAL REPORT	View image in PDF format
10/27/2020 – AMENDED ANNUAL REPORT	View image in PDF format
03/18/2020 – ANNUAL REPORT	View image in PDF format
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[03/07/1995 – ANNUAL REPORT](#)

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EXHIBIT A
CITY OF POMPADNO BEACH, FLORDA
LOCAL BUSINESS PARTICIPATION FORM

**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM
ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE
COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN
THE EBID SYSTEM.**

RFP Number & Title: **RFP25-001 Oceanside Parking Garage**

Prime Contractor's Name: **The Whiting-Turner Contracting Company**

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Percentage</u>
Amano McGann Inc. 3650 Park Central Blvd., North Pompano Beach, FL 33064	Elizabeth Clemente 954-290-6514	Furnish & Install Parking Control & Revenue Equipment	0.86%
Brother's Fire Protection 3781 NE 11th Ave Pompano Beach, FL 33064	Remmy Rickel 954-419-9377	Furnish & Install Fire Protection System (Sprinklers, standpipes, fire pump, etc.)	1.84%
Cemex Construction Materials Florida, Inc. 1150 NW 24th Street Pompano Beach, FL 33064	Erika Florez 305-324-8100	Furnish Ready-Mix Concrete	0.98%
Coastal Waste & Recycling 1840 NW 33rd Street Pompano Beach, FL 33064	Michael Chayet 954-304-5914	Construction Waste Roll-Offs and Temporary Construction Bathrooms	0.26%
Fine Line Electric, Inc. 3071 N. Dixie Hwy Pompano Beach, FL 33064	Joe Hummel 561-451-7328	Furnish and install complete electrical system including lightning protection and fire alarm	8.78%
Miller Glass & Glazing 100 Park Central Blvd. South Pompano Beach, FL 33064	Paul Pawloski 954-784-6601	Furnish and install Glass & Glazing Systems (Curtain wall at Elevator Shaft)	0.42%
Pilot Steel Inc. 1950 NW 24th Street Pompano Beach, FL 33064	Ann McClain 954-978-3615	Furnish Rebar and Concrete Accessories	0.64%
Ron Kendall Masonry, Inc. 2641 Hammonville Road Pompano Beach, FL 33068	Jeff Fischer 561-674-2111	Furnish and install CIP Concrete, including Pile Caps, Column Footings, Grade Beams, Ramp Retaining Walls and Slab on Grade. Furnish and install Conc. Masonry Units (CMU).	5.04%
Soperna Inc. 2900 Center Port Circle Pompano Beach, FL 33064	Ephraim Trujillo 954-218-6071	Supply Caulking, Traffic Coating Waterproofing & Roofing Materials	0.38%
Mid South Painting Inc. 2077 North Powerline Road, Ste #1 Pompano Beach, FL 33069	Richard Lindo 954-732-6734	Furnish & Install Painting Services	0.60%
Jackson Land Development LLC 1888 NW 21st St Pompano Beach, FL 33069	Lane Berg 954-319-6952	Site development, Perform Site Demo, Asphalt Removal, Grading, Import/Export Fill, Furnish & Install Site Utilities (Water, Sewer, Storm), Asphalt & Conc Paving and Curb & Gutter	5.26%
		Total Percentage of Local Pompano Beach Vendors	25.06%

Whiting-Turner is committed to exceeding the minimum requirements listed in the RFP for Local Vendor usage. We are currently committed to 25% however we will continue to reach out and add to this list once we are awarded the Oceanside Parking Garage project.

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish & Install Parking Control Equipment

Feb 17 2025

(Date)

Amano McGann Inc.
(Name of Local Business Contractor)

3650 Park Central Blvd., North
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: 

(Name) Clive Marshall
Regional Director of Operations

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish and Install Fire Protection System

2/17/25
(Date)

Brothers Fire Protection
(Name of Local Business Contractor)

3781 NE 11th Avenue
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

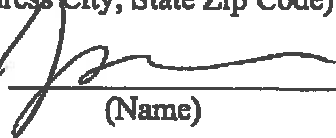
BY: 
(Name)

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish Ready-Mix Concrete

02/17/2025
(Date)

Cemex Construction Materials Florida, LLC
(Name of Local Business Contractor)

1150 NW 24th Street
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: ERIKA FLORES 
(Name) Subs Manager

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Construction Waste Roll-Offs and Temporary Construction Bathrooms

2/13/25

(Date)

Coastal Waste & Recycling

(Name of Local Business Contractor)

1840 NW 33rd Street

(address)

Pompano Beach, FL 33064

(address City, State Zip Code)

BY: Jeremy Saroza

(Name)

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish and install complete electrical system including lightning protection and fire alarm.

2/17/25
(Date)

Fine Line Electric Inc.
(Name of Local Business Contractor)

3071 N. Dixie Hwy
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: JOSEPH HUMMEL PRE
(Name)

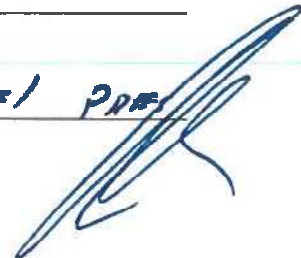


EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

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 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish & Install Glass & Glazing

02/14/25

(Date)

Miller Glass & Glazing
(Name of Local Business Contractor)

100 Park Central Blvd. South
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Paul Pawloski

(Name)

Digitally signed by Paul Pawloski
DN: cn=Paul Pawloski, o=Miller Glass & Glazing, ou=City of Pompano Beach
Date: 2025.02.14 10:40:35 -0500

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish Rebar and Concrete Accessories

2/14/25
(Date)

Pilot Steel Inc.
(Name of Local Business Contractor)

1950 NW 24th Street
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Ann McClain
(Name)

RFQ Number RFP25-001

10:16:36 -05'00'

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Supply Caulking, Traffic Coating Waterproofing & Roofing Materials

2/18/2025

(Date)

Soprema Inc.

(Name of Local Business Contractor)

2900 Center Port Circle

(address)

Pompano Beach, FL 33064

(address City, State Zip Code)

BY: 

(Name)

Ephrain Trujillo, District Manager

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish & Install Painting Services

2/18/2015
(Date)

Mid South Painting
(Name of Local Business Contractor)

2077 N Powerline Rd. Ste 1
(address)

Pompano Beach, FL 33069
(address City / State Zip Code)

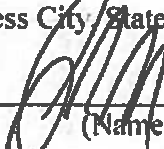
BY: 
(Name)

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Site Development, Performing Site Demo, Asphalt Removal, Grading, Import/Export Fill,

Furnish & Install Site Utilities (Water, Sewer, Storm), Asphalt Paving, Concrete Paving

and Curb & Gutter.

2/19/25
(Date)

Jackson Land Development, LLC
(Name of Local Business Contractor)

1888 NW 21st St.
(address)

Pompano Beach, FL 33069
(address City, State Zip Code)

BY: Richard L. Beg
(Name)

Whiting-Turner will exceed the minimum requirements for Local Vendor Participation so we do not see the need to complete this form.

EXHIBIT "C"
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # 25-001

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

Whiting-Turner will exceed the minimum requirements for Local Vendor Participation so we do not see the need to complete this form.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RFP # 25-001

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

☐ Yes ☐ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

☐ Yes ☐ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

REFERENCES

Company Name: **THE WHITING-TURNER CONTRACTING COMPANY & THA ASSOCIATES**

List the minimum required references, as stated in the Solicitation, which demonstrates the experience in similar work, including nature and scope of work, demonstrating expertise in providing the services stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

REFERENCE 1			
Name of Firm:	SIMON PROPERTY GROUP, INC. <i>(Both Whiting-Turner and THA were on this project.)</i>		
Contact Person:	Mark Lingelbach		
Contact's Email:	mlingelbach@simon.com		
Contact's Phone:	(317) 263-7992 / (302)519.3216	Date(s) of Service:	04/01/14 - 10/15/16
Scope of Work: \$30M	Sawgrass Parking Garage: Seven-bay, five-level, open-air parking structure with 1,715 spaces and two separate ramps. The garage was constructed adjacent to the mall and was incorporated into the pedestrian flow to provide easy access to and from the shopping center and restaurants.		

REFERENCE 2			
Name of Firm:	PRINCETON UNIVERSITY <i>(Both Whiting-Turner and THA were on this project.)</i>		
Contact Person:	Benjamin Petrick AIA, Assistant University Architect		
Contact's Email:	bpetrick@princeton.edu		
Contact's Phone:	(609) 258-7809	Date(s) of Service:	07/01/19 - 07/29/22
Scope of Work: Cost Confidential	East Campus Parking Garage: The East Campus Parking Garage was part of a three component project which also included a Thermal Integrated GeoExchange Resource plant and an infrastructure upgrade with site development. The parking garage portion included a 1,552 space, six story, precast parking garage, with 64 EV charging spaces, as well as 30 acres of site development.		

REFERENCE 3			
Name of Firm:	INCYTE CORPORATION <i>(Both Whiting-Turner and THA were on this project.)</i>		
Contact Person:	Kevin Davis, Senior Director, Facilities		
Contact's Email:	kdavis@incyte.com		
Contact's Phone:	302-498-6866	Date(s) of Service:	01/15/2016 - 10/05/17
Scope of Work: \$80M	Wilmington Headquarters and Garage : Restricted to four stories due to zoning regulations, this project includes a new, 154,000 SF corporate headquarters with a highly intensive green roof that has charging stations for electric vehicles and a living wall. Construction of the garage consisted of 371-spaces, which was required to meet the additional parking needs of the previous headquarters.		





SIMON PROPERTY GROUP, INC. (Both Whiting-Turner and THA were on this project.)

Mark Lingelbach
 mlingelbach@simon.com
 (317) 263-7992 / (302)519.3216

Sawgrass Parking Garage: Seven-bay, five-level, open-air parking structure with 1,715 spaces and two separate ramps. The garage was constructed adjacent to the mall and was incorporated into the pedestrian flow to provide easy access to and from the shopping center and restaurants.



PRINCETON UNIVERSITY (Both Whiting-Turner and THA were on this project.)

Benjamin Petrick AIA, Assistant University Architect
 bpetrick@princeton.edu
 (609) 258-7809

East Campus Parking Garage: The East Campus Parking Garage was part of a three component project which also included a Thermal Integrated GeoExchange Resource plant and an infrastructure upgrade with site development. The parking garage portion included a 1,552 space, six story, precast parking garage, with 64 EV charging spaces, as well as 30 acres of site development.



INCYTE CORPORATION (Both Whiting-Turner and THA were on this project.)

Kevin Davis, Senior Director, Facilities
 kdavis@incyte.com
 302-498-6866

Wilmington Headquarters and Garage : Restricted to four stories due to zoning regulations, this project includes a new, 154,000 SF corporate headquarters with a highly intensive green roof that has charging stations for electric vehicles and a living wall. Construction of the garage consisted of 371-spaces, which was required to meet the additional parking needs of the previous headquarters.





SUBMITTED TO:
THE CITY OF POMPANO BEACH
DESIGN-BUILD SERVICES FOR THE

OCEANSIDE PARKING GARAGE



SUBMITTED BY:



ADDRESS: 110 E. Broward Boulevard Fort Lauderdale, FL 33301
CONTACT: David Johnston, Senior Project Manager, Whiting-Turner
EMAIL: david.johnston@whiting-turner.com **CELL:** 954.868.7606

18.1.1



TITLE PAGE





Submitted By:



DESIGN-BUILD SERVICES FOR THE OCEANSIDE PARKING GARAGE

ADDRESS: 110 E. Broward Boulevard Fort Lauderdale, FL 33301

CONTACT: David Johnston, Senior Project Manager, Whiting-Turner

EMAIL: david.johnston@whiting-turner.com **CELL:** 954.868.7606

RFP NUMBER: 25-001 **DATE:** February 20, 2025





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18.1.2





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G.W.C. WHITING
(1883-1974)

WILLARD HACKERMAN
(1918-2014)

TIMOTHY J. REGAN
PRESIDENT & CEO

FOUNDED 1909

THE WHITING -TURNER CONTRACTING COMPANY

ENGINEERS AND CONTRACTORS

110 EAST BROWARD BOULEVARD, SUITE 2050
FORT LAUDERDALE, FLORIDA 33301
954-776-0800

February 18, 2025

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
PRECONSTRUCTION
BUILDING INFORMATION MODELING
INTEGRATED PROJECT DELIVERY

INSTITUTIONAL
COMMERCIAL
CORPORATE
TECHNOLOGY
INDUSTRIAL/PROCESS
INFRASTRUCTURE
SUSTAINABILITY

Eric Seier
City of Pompano Beach
1190 NE 3rd Avenue, Building C
Pompano Beach, FL 33060

Dear Mr. Seier,

It is with great pleasure that Whiting-Turner Contracting submits to you our Design Build proposal for a complete turn-key delivery of the new, Architecturally Iconic, Oceanside Parking Garage. Whiting-Turner, along with its design team, headed up by THA Consulting are proud to present our comprehensive proposal and plan to design and construct a 700+ space parking garage that is not only eye-appealing but compatible with the future hotel, efficient in traffic flow and resilient to the harsh local conditions.

The City of Pompano Beach will be entering into an agreement with The Whiting-Turner Contracting Company as they will be the primary firm for this project. Financially, Whiting-Turner is unmatched as they have been in business for 116 years – with only three presidents in our history – the City of Pompano Beach can be confident in our ability to support this project. We enjoy a 5A-1 Dun & Bradstreet rating – the only Engineering News Record (ENR) domestic builder with this highest rating - and a \$4 billion bonding capacity. We have had no debt since 1938 and have grown organically, not through mergers or acquisitions. With 60 offices nationwide and over 4,500 full-time salaried professionals, we have the resources and strength to execute this project.

Whiting-Turner is founded on the core values of integrity, excellence, experience and leadership. With Whiting-Turner performing a majority of our work for repeat clientele, including The City of Pompano Beach, it is clear that we have succeeded in providing qualified and experienced managers to run our projects, providing a true teaming environment with the Owner and design team, and ultimately providing our client with a high-quality project.

WWW.WHITING-TURNER.COM



OFFICES NATIONWIDE

cont'd



G.W.C. WHITING
(1883-1974)

WILLARD HACKERMAN
(1918-2014)

TIMOTHY J. REGAN
PRESIDENT & CEO

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY
ENGINEERS AND CONTRACTORS

Whiting-Turner will be teaming up with THA Consulting, Inc. who is a multi-disciplined engineering, design and mobility consulting firm specializing in the planning, design and operation of parking facilities throughout the country. Since their conception in 1994 THA Consulting, Inc. has completed close to 1,000 parking project and almost 1,000,000 spaces. This partnership is not a one-off as Whiting-Turner and THA have partnered on multiple projects throughout the United States and the project team we are proposing for the Oceanside Garage is led by the same senior management that successfully built a 1,715 space design build garage in Sunrise, FL.

As illustrated in our response to your Request for Proposal, Whiting-Turner and THA Consulting have assembled a highly qualified team of professionals to manage the design, permitting, preconstruction and construction efforts of this project. Our team will make this project a success and deliver it within the agreed upon schedule and budget.

Whiting-Turner has had an office in South Florida for over 45 years. With our established, local history you can be confident in our management abilities, local subcontractor relationships and the longevity of our team to meet your needs through completion and for years to come. Our downtown Fort Lauderdale office is conveniently located just 10 miles away from the Oceanside Garage. Whiting-Turner also has a great history working with the City of Pompano Beach as we built the Pompano Beach Fishing Pier, and we are currently working on the Dixie Highway Improvements.

In summary, our proposed team brings extensive, local and relevant experience including the design, pre-construction and construction expertise your project requires. We appreciate the opportunity to submit our proposal for this very exciting project and look forward to hearing back from you.

Very Truly Yours,
THE WHITING-TURNER CONTRACTING COMPANY


BRENT VOYLES
Senior Vice President

WWW.WHITING-TURNER.COM



OFFICES NATIONWIDE

The Whiting-Turner Contracting Company
Federal Tax ID #: 52-0529450
110 E. Broward Blvd., Suite 2050, Ft. Lauderdale, FL 33301

Main Point of Contact: David Johnston, Sr. Project PM
Email: David.Johnston@Whiting-Turner.com
Office: 954-776-0800 ● Cell Phone: 954-868-7606





UNDERSTANDING THE PROJECT

18.1.4





UNDERSTANDING OF THE PROJECT

As the City of Pompano Beach continues to invest in the revitalization and modernization of Pompano Beach Blvd. Whiting-Turner and THA Consulting are excited to have the opportunity to be a part of this great City's growth. With Pompano Beach being known for its beaches, boating, fishing and offshore reef we are proposing a design that instantly puts passerby's in a seaside frame of mind. As we submit our proposal for the Design-Build delivery of the Oceanside Parking Garage we know that the success of this project will rely on the experience, knowledge and developed relationships that Whiting-Turner and THA Consulting are prepared to provide.



If selected, WT and THA will provide the following scopes of service to successfully design and construct a 715 space, Architecturally Iconic parking structure that is efficient in ingress & egress, eye-appealing, pedestrian compatible and coordinated with future development on the same site.

SCOPES OF SERVICES

- Pre-design and consulting services with stakeholders to determine/confirm project scope, requirements, values and community interest.
- Coordination of design activities and site development construction with the necessary City staff and Departments.
- Preparation of preliminary parking garage design and design alternates.
- Preparation of multiple preliminary project cost estimates that provide the City with required information to make good decisions.
- Management of all required permit procurement and committee approvals in a timeframe that meets the project needs.
- Implementation of overall project schedules and construction planning in phasing from the start of Design through Certificate of Occupancy.
- All necessary pre-construction services necessary for proper procurement of permits and construction materials.
- Coordination with future Hotel developers to provide pedestrian connectivity to and from the garage.
- Project close-out services inclusive of operation and maintenance training, critical as-built and systems documentation logging and warranty services.



ARCHITECTURAL DESIGN

The THA Team understands that Pompano Beach seeks to retain an experienced and qualified parking consulting and design firm to design the proposed 700+ space public parking facility. Pompano wishes to develop a multi-level parking structure to accommodate existing parking needs in addition to the proposed needs of a hotel on the same site as the garage. THA understands the garage will include a convenient and attractive walkable connection to existing adjacent uses and proposed pedestrian bridge to the planned hotel. It is with this understanding that the THA team will work with Pompano Beach, its stakeholders, and the adjacent hotel development design team to ensure that the design criteria package for this parking facility results in an efficient, user friendly, and iconic facility representative of the aesthetic character of Pompano Beach and surrounding area.

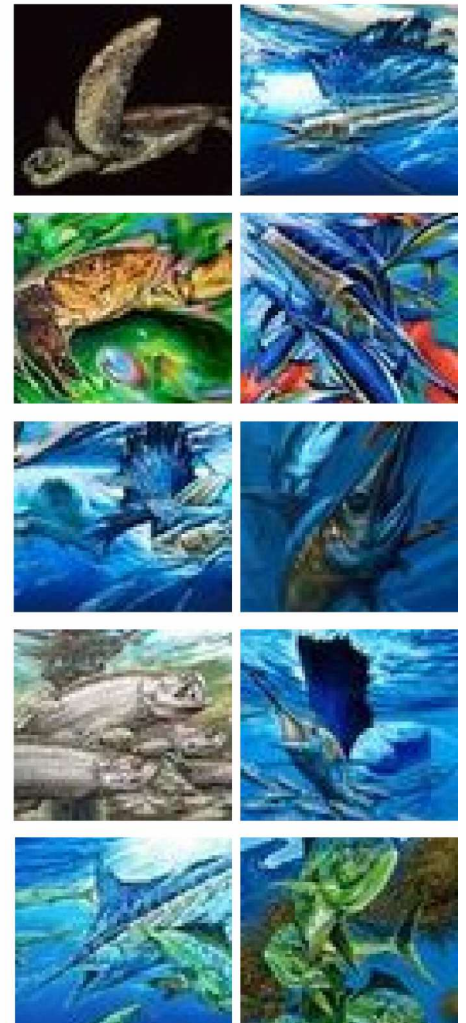
Outlined herein is our approach and methodology to planning and designing the facility and for the development of the garage design and construction documents to ensure that Pompano Beach, through the design / build delivery process, realizes its vision, goals, and requirements for the Oceanside parking facility.

THA will approach the planning and design of the Oceanside parking facility as a gateway to the attractions Pompano Beach has to offer. As such, we understand that the facility will provide an important experience to visitors using the facility and will provide the first and last impression of their visit. It is with this awareness that our team will put together a package that ensures that the facility is planned and designed to be a welcoming and pleasant facility, providing users with a high level of comfort and convenient access to their destinations.



LOCAL ARTIST

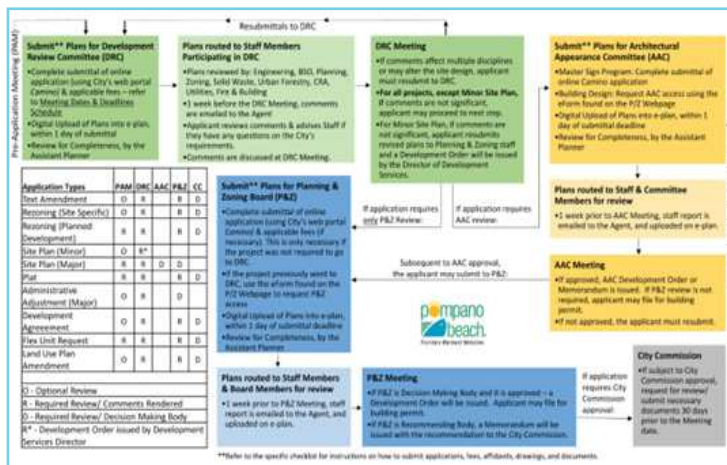
We will be partnering with **Dennis Friel** from **Connected by Water** to provide hand painted murals at the SW Stair and NE stair/elevator towers. Dennis is a well-known artist and has done amazing work throughout the area.





PERMITTING

Whiting-Turner and THA will work hand in hand with the City of Pompano Beach to develop an overall design (site development, building and architectural) that meets all their needs and requirements. Once a design has been settled on WT and THA will provide the necessary deliverables (SD's, DD's, CD's, etc.) and applications required to make it through all the necessary review committees (i.e. DRC, P&Z, AAC, Building & Engineering and Broward County). Whiting-Turner has an extensive history working in South Florida and will take the lead on managing this process. As you will see in section 18.2.6 (project timeline), WT and THA have accounted for the required timing of design development in relation to multiple City Committee reviews and their timing in relation to obtaining a building permit and starting construction. Whiting-Turner has included all cost associated with obtaining the building permit including impact fees, utility connection fees and licenses.



Oceanside Parking Garage Project Timeline		
Drawing Package (D) (i.e. 50%DD or 75% CD)	Committee Review Description	Dates
	Project Kick Off	4/1/2025
Schematic	Issue Schematic Design for Owner Review/Comment	4/30/25 & 5/10/25
Schematic	DRC Submission	6/13/2025
	DRC Review/Comment	
Schematic (revised)	DRC Re-Submission	7/29/2025
	DRC Resubmission Review/Approval	
Design Development	AAC Submission	8/29/2025
	AAC Review/Comment	
DD (w/ comments)	AAC Re-Submission	10/19/2025
	AAC Re-Submission Review/Approval	
50% Comm. Dec.	P&Z Submission	11/15/2025
	P&Z Review/Approval	
100% Comm. Dec.	Building Permit Submission	1/9/2026
	Building Permit Review/Comment	
100% Comm. Dec. (w/ comments)	Building Permit Re-Submission	3/6/2026
	Building Permit Re-Submission Review/Approval	
Issued for Construction	Building Permit Issued	4/15/2026
Construction Start		5/1/2026
Project Complete		4/30/2027





SITE DEVELOPMENT

We are committed to partnering with Langan to provide site and geotechnical services. Langan's local experience will be an asset to the team as they are very knowledgeable about the Pompano Beach area.

As for the design and construction the garage will be built adjacent to Riverside to allow for future hotel development to face A1A. We anticipate minor utility relocations for water, sewer and storm and have accounted for this in the proposal. We will be incorporating two new drainage wells for storm drainage and will have new water and sewer connections installed off Riverside.

WT is aware of the water table and understands that dewatering will be required for utility installation as well as building foundations.

We have included necessary dewatering permits along with the hiring of FI-Civil to develop a dewatering plan and provide Best Management Practice (BMP's) and Testing. We are currently planning on using a temporary dewatering well in an effort to avoid discharging any groundwater offsite. We have also included extensive erosion control measures such as perimeter berming, silt fence, dust control and inlet protection and cleaning.

As per the RFP we have also accounted for a new drive lane that will go from A1A through the site and connect into Riverside Drive. This will be completely separate from the garage and will be coordinated with the future hotel development if necessary.

As for landscaping, we are assuming the relocation of existing palm trees along with new trees to be used in the final design.



GARAGE CONSTRUCTION

We are proposing a 5-story (4 elevated level) pre-cast concrete parking garage. The proposed Oceanside Garage is 53,000sf Footprint with an additional 5,000sf of main drive/queuing lane. The total building square footage is 265,000sf and will accommodate approximately 715 parking spaces. There will be two open air stairwells on the SW and NE corners as well as a two car elevator shaft on the NE corner to accommodate the future hotel development.

We will be teaming up with Coreslab Structures for the Pre-Cast portion of the structure. WT and THA have both worked with Coreslab on previous projects and Coreslab was the pre-cast provider on the Sawgrass Mills Design Build Garage that was built by WT along with THA as the designer. Coreslab is located in Medley, approximately 40 miles away from the Oceanside Garage. This will allow for a "straight to hook" delivery and will not require additional staging areas outside of our project for pre-cast materials.

The garage is to be built on auger cast piles however the sizing in the preliminary Geotech report may be larger than needed and if so, there could be some savings if smaller piles can be used. Another note in the pre-preliminary Geotech report references a peat layer approximately 10'-12' below existing grade however we feel the recommended 100lbs per square foot assumed load is much higher than the typical 40lbs per square foot a typical parking slab would be therefore we are not including structurally supported slab on grade. If pre-loading is required, then we could accommodate that.

The garage will be well lit for security purposes and will include a lighting control system for energy saving as well. We have also included a CCTV security system as well as emergency call stations on each level. There will also be open stairwells and glass back elevators with glass wall system on the outside face of the shaft.



Due to the harsh conditions of this location, we will be including corrosion inhibiting add-mixture in the pre-cast members as well as all connections to be hot-dipped galvanized and touched up after welding. The decorative screen at the exterior will be all aluminum with a Kynar protective finish to withstand the salt air and high humidity. All barrier cables and steel connections will be galvanized. As for mechanical, plumbing, electrical and fire protection systems they will be designed to withstand the harsh conditions. All fire protection piping will be painted. Mechanical/Electric rooms will be properly conditioned to minimize damage due to high humidity and plumbing drains will be stainless steel. We have included 4 EV charging stations within the garage and we have provided an add alternate to furnish and install a single space parking guidance system. We have also included a revenue control system to be furnished and installed by Amano McGann.

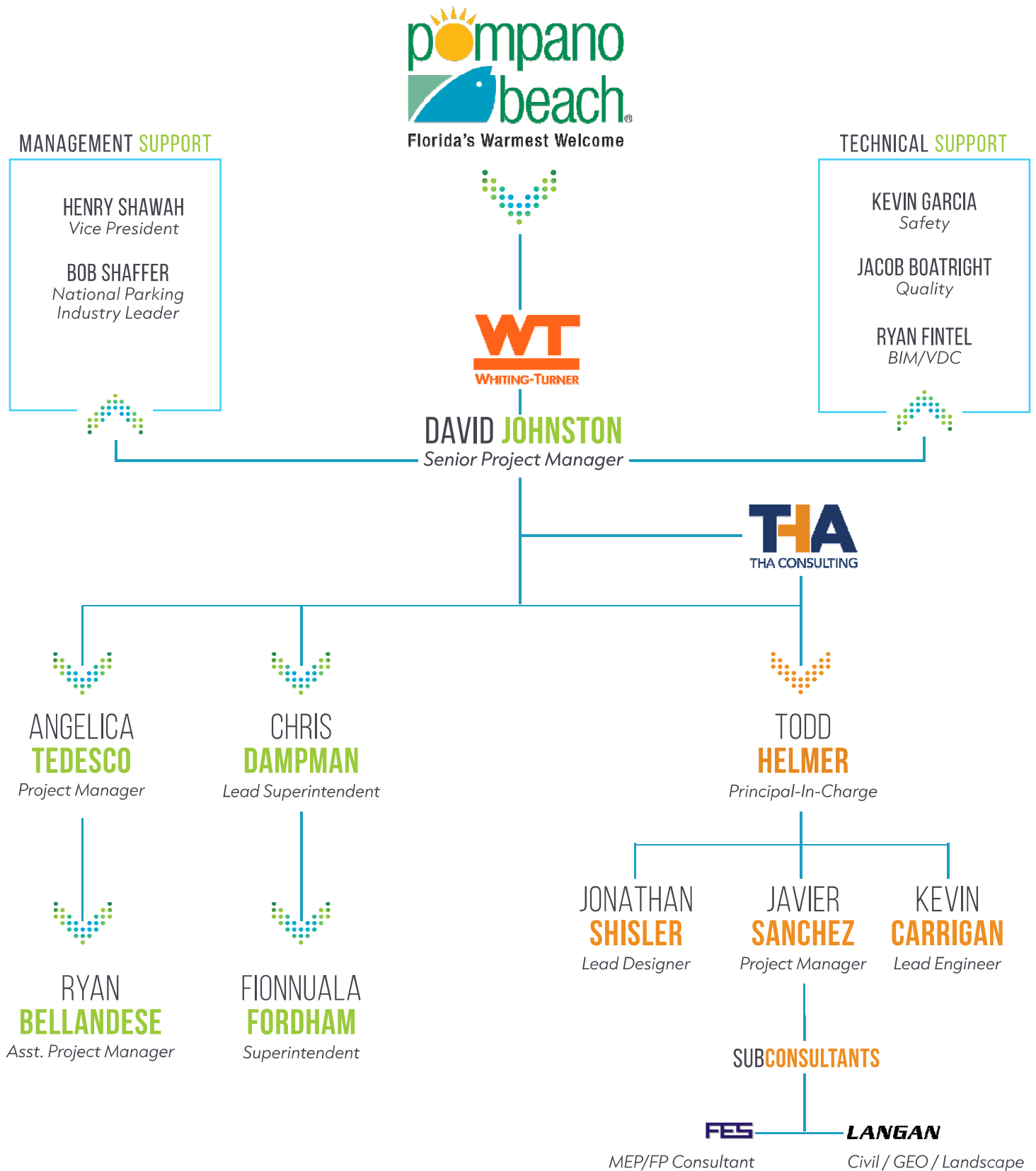
In closing, you will see throughout or proposal that the Whiting-Turner and THA Consulting team will be providing unmatched experience and knowledge in both the Parking Garage Industry as well as the South Florida Market. We look forward to working with the City of Pompano Beach on this amazing project.



ORGANIZATIONAL CHART

18.1.5







PRINCIPALS

18.1.6





As stated in the Letter of Interest, the City of Pompano Beach will be entering into an agreement with The Whiting-Turner Contracting Company as they will be the primary firm for this project.

Financially, Whiting-Turner is unmatched as they have been in business for 116 years – with only three presidents in our history – the City of Pompano Beach can be confident in our ability to support this project.

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We have had no debt since 1938 and have grown organically, not through mergers or acquisitions. With 60 offices nationwide and over 4,500 full-time salaried professionals, we have the resources and strength to execute this project.



The City of Pompano Beach would be entering into an Agreement with **The Whiting-Turner Contracting Company**.



At this time there are no intentions to form any special entity.



The persons named in this response will perform the services throughout the Agreement unless necessary changes are brought to the City's attention and approved in writing.





 **DAVID JOHNSTON**
Senior Project Manager

26

YEARS OF EXPERIENCE
ALL WITH WHITING-TURNER

BACHELOR OF SCIENCE

**BUILDING
CONSTRUCTION**

UNIVERSITY OF FLORIDA

CERTIFIED IN

**FIRST AID / CPR
OSHA 30 HOUR**



RELEVANT EXPERIENCE

SIMON PROPERTY GROUP

SAWGRASS MILLS MALL PARKING GARAGE

Sunrise, FL I \$30M: Sawgrass Mills Mall Garage is a seven-bay, five-level, open-air parking structure with 1,715 spaces and two separate ramps. The garage was constructed adjacent to the mall and was incorporated into the pedestrian flow to provide easy access to and from the shopping center and restaurants. This project was a design-build project with many requirements from mall operations, the local municipality, the developer and mall customers. This project required major reconfiguration of the existing shopping center parking lot and traffic flow. It included two new entrances, as well as a new traffic signal and pedestrian crosswalk. The main garage was a precast structure with structural steel towers. The exterior finish was a colored precast concrete, and the interior included a detailed graphics package to help parkers/pedestrians navigate the area.

THE RELATED GROUP OF FLORIDA

THE VENTURE AT AVENTURA

Aventura, FL I \$54M: Construction of a 680,000 SF, 500 unit, multi-family condominium consisting of demolition of existing facility, installation of two buildings (7 story and 11 story) and a 4 story, 742 space parking garage.

SIMON PROPERTY GROUP

BOCA TOWN CENTER MALL & GARAGE

Boca Raton, FL I \$33M: Construction of a two-level parking garage, two shell retail buildings (North and South Retail), and a concourse addition. The expansion added approximately 90,000 SF of building space to the Boca Town Center Mall. The North Retail was a one-story, 15,000 SF building. The South Retail was a two-story, 68,000 SF building with many high end exterior finishes including tile, cast stone, stucco, composite metal, etc. The concourse was a 6,000 SF addition and interior fit-out of an existing entrance.

VORNADO REALTY TRUST, LLC

BERGEN TOWN CENTER

Paramus, NJ I \$96.6M : Redevelopment of existing 950,000 SF indoor mall. Includes 77- acre site with all new parking, repaving and intersection work. New anchor and mall connector. Renovation of existing interior space and a new Precast garage.

THE PALLADIUM COMPANY

CITYPLACE

West Palm Beach, FL I \$47M: Mixed-use development of four city blocks including 625,000 SF of retail/entertainment with 120,000 SF of residential units, four parking decks and extensive sitework.





 **CHRIS DAMPMAN**
Superintendent

50

YEARS OF EXPERIENCE
20 WITH WHITING-TURNER

CERTIFIED IN

**FIRST AID / CPR
OSHA 30 HOUR**



RELEVANT EXPERIENCE

SIMON PROPERTY GROUP

SAWGRASS MILLS MALL PARKING GARAGE

Sunrise, FL | \$30M: Sawgrass Mills Mall Garage is a seven-bay, five-level, open-air parking structure with 1,715 spaces and two separate ramps. The garage was constructed adjacent to the mall and was incorporated into the pedestrian flow to provide easy access to and from the shopping center and restaurants. This project was a design-build project with many requirements from mall operations, the local municipality, the developer and mall customers. This project required major reconfiguration of the existing shopping center parking lot and traffic flow. It included two new entrances, as well as a new traffic signal and pedestrian crosswalk. The main garage was a precast structure with structural steel towers. The exterior finish was a colored precast concrete, and the interior included a detailed graphics package to help parkers/pedestrians navigate the area.

WHITMAN FAMILY DEVELOPMENT

BAL HARBOUR SHOPS 96TH STREET GARAGE

Miami, FL / \$31M: Takeover of \$68 million parking garage with approximately \$15 million of cost of work remaining. Parking garage is 342,000 SF, 6 floors, 718 parking spaces. Other attributes include: CIP structure with pre-stressed joists, (4) elevators, new generator, loading dock with truck turning table.

THE TAUBMAN COMPANY, INC.

THE MALL AT GREEN HILLS-GOLD PARKING DECK

Green Hills, TN / \$12.6M: Construction of a four story, 239,341 SF open air parking deck at The Mall at Green Hills. This project included a (713) space precast concrete parking deck, (2) precast concrete mall connector bridges for over road pedestrian access to the mall and Dillard's, and associated site improvements. The foundations are spread footings on improved fill. The parking garage includes (2) elevators, a comprehensive wayfinding signage package, and code required life safety package

THE RELATED GROUP OF FLORIDA

THE VENTURE AT AVENTURA

Aventura, FL | \$54M: Construction of a 680,000 SF, 500 unit, multi-family condominium consisting of demolition of existing facility, installation of two buildings (7 story and 11 story) and a 4 story, 742 space parking garage.





 ANGELICA
TEDESCO
Project Manager

09

YEARS OF EXPERIENCE
6 WITH WHITING-TURNER

MASTERS
BUSINESS
ADMINISTRATION
IONA COLLEGE

CERTIFIED IN
FIRST AID / CPR
OSHA 30 HOUR



PROJECT EXPERIENCE

SINAI RESIDENCES

PHASE 1 COMMON AREAS RENOVATIONS

Boca Raton, FL / \$3.9M: Interior renovations of the common areas for Phase 1 of Sinai Residences. Includes the removal of wall coverings in every corridor, skimming and repainting the wall, repainting the running trim, replacing specialty lighting, and new casework in the pre-function and dining areas

BROWARD COUNTY AVIATION DEPARTMENT

FLL TERMINAL 4 INLINE BAGGAGE CLAIM

Ft. Lauderdale, FL / \$38.6M: Design and construction of a new building extension and a new in-line baggage screening system capable of screening 1,260 bags per hour (bph) with 4 screening machines. The new system is tied into existing ticket counters and uses the existing (4) make-up units. The Design/Build team provided a fully functional, turnkey facility. The project was built in coordination with adjacent construction projects in an operational terminal/ramp and TSA screening facility during the upgrade of the new system.

The new 20,000SF phased construction included supporting rooms and IT communication rooms, all located in a new area to the south adjacent to the existing Transportation Security Administration (TSA) screening area of Terminal 4. The final configuration will allow TSA to have the capacity to screen up to 21 CBRA stations. This is a Security Identification Display Area (SIDA), compliance with Broward County Aviation Department (BCAD) and Federal security procedures.

BAL HARBOUR SHOPS

SAKS COURT MODS

Miami, FL / \$14M: Interior renovations of the common areas for Phase 1 of Sinai Residences. Includes the removal of wall coverings in every corridor, skimming and repainting the wall, repainting the running trim, replacing specialty lighting, and new casework in the pre-function and dining areas.





 **FIONNUALA
FORDHAM**
Superintendent

08

YEARS OF EXPERIENCE
ALL WITH WHITING-TURNER

DIPLOMA

**CONSTRUCTION
MANAGEMENT**

GEORGE BROWN COLLEGE - TORONTO

CERTIFIED IN

**FIRST AID / CPR
OSHA 30 HOUR**

ACCREDITATIONS

HCC & ASHE



PROJECT EXPERIENCE

UNIVERSITY OF MIAMI

TRANSFORMATIONAL CANCER RESEARCH BUILDING

Miami, FL / \$160M: New research building on UM's Medical Campus to support the Sylvester Cancer center. 11-story + penthouse totaling 240,000 SF new building with cancer research wet labs, clinical imaging & vivarium spaces.

GOODWIN BIOTECHNOLOGY INCORPORATED

cGMP COMMERCIAL MANUFACTURING:

Plantation, FL. \$7M: Renovation and expansion of existing Contract Manufacturing facility to support new BSL2 cGMP commercial manufacturing for the production of Monoclonal Antibody using mammalian cell culture process technology (CHO, Hybridoma, HEK, MSC, etc.).

JEWISH FEDERATION OF SOUTH PALM BEACH COUNTY

SINAI INDEPENDENT LIVING EXPANSION:

Boca Raton, FL. \$85M: A 256,000 SF expansion to the Sinai Residences campus including the development of the remaining four acres of the site and construction of 111 new luxury independent living apartments and resort-style amenities.

MOFFITT CANCER CENTER

NEW MRI BUILDOUT

Tampa, FL. \$2M: Conversion of existing outpatient administration spaces into a net new MRI suite, including control room and preparation/subwait area on the first floor. Project included coordination and installation of new Siemens 3T MRI equipment.

NEW PET CT BUILDOUT

Tampa, FL. \$1.5M: Conversion of existing outpatient administration spaces into a net new PET CT suite, including a control room, preparation/subwait area, and new hot lab on the first floor of the MCC building for Moffitt. The project includes coordination and installation of new GE PET CT equipment. Both projects include ICRA, ILSM, outages, and work in occupied facilities and supply a mutually agreeable plan that keeps patients and staff safe, while allowing the Whiting-Turner team to perform the scope of work for these renovations.

M2GEN HVAC INFRASTRUCTURE UPGRADES

Tampa, FL. \$2.3M: Upgrades to Moffitt's M2Gen existing HVAC Infrastructure, including a new cooling tower, chiller, boiler, pumps and associated controls.

M2GEN CELL THERAPIES RENOVATION

Tampa, FL. \$852K: Interior renovation on of approximately 2,000 SF for GTP and QPCR laboratories on the fourth floor, and a 1,500 SF renovation on the second floor for freezer storage at Moffitt Cancer Center's M2Gen research building. Renovation on of 1,500 SF of administrative areas on the fourth floor was also included.





YEARS OF EXPERIENCE

33 Years

EDUCATION

The Georgia Institute of Technology,
Bachelor of Civil Engineering, 1991

P.E. REGISTRATIONS

CT, DE, GA, IN, ME, MD, MI, NJ, OH, PA,
TN, VA

PROFESSIONAL AFFILIATIONS

American Concrete Institute, Board Member
American Society of Civil Engineers
Delaware Valley Association of Structural Engineers
International Concrete Restoration Institute
International Parking Mobility Institute
National Society of Professional Engineers
New Jersey Parking Institute
Mid-Atlantic Parking Association, Board Member
Pennsylvania Parking Association
Pennsylvania Society of Professional Engineers
Urban Land Institute

PUBLICATIONS

Parking Design for the Real World, Parking Magazine, July/August 2008

TODD J. HELMER, PE, SE, PARKSMART CEO

PROJECT ROLE

Principal In Charge

RELEVANT PROJECT EXPERIENCE

New Brunswick Performing Arts Center Garage New Brunswick, NJ

Principal in Charge. THA worked with the prime architect Elkus Manfredi and the New Brunswick Parking Authority to design a seven tier mixed-use parking facility that includes 344-parking spaces, electric vehicle charging stations, bike parking, loading docks, and ancillary space. This project included the development of two state-of-the-art theater spaces, dedicated rehearsal studios, academic and office space. The project also included 207 residential rental apartments and public parking.

Green Street Mixed-Use Development Newark, NJ

Project Manager. THA worked for the Newark Parking Authority to design a 645-space, mixed-use parking facility that wraps around approximately 45,000 SF of office space. The space will include the Newark Parking Authority Office, Newark Finance Department, Newark Municipal Court Office, and a Café. With multiple finishes (composite wood fins, metal panels, translucent fiberglass, fiber cement tiles, extensive glazing) and integrated large scale graphics (painted and fabricated metal) accented by exterior lighting. The interior is designed with colorful and upgraded finishes.

9th & Penn Replacement Garage Pittsburgh, PA

Principal in Charge. THA was retained by the Pittsburgh Parking Authority to provide full design services for the development of a 9 tier, 691 space cast-in-place post-tensioned garage with office space on the ground level. The system also included an auger-cast pile deep foundation system. The garage is located in The Cultural District in the heart of downtown Pittsburgh. The area is home to several theaters and restaurants. To help create a "people place" for visitors to the area, THA incorporated a facade treatment and a roof-top park. The ground level space was designed with the intent of it being a flexible space in order for the client to host special events, such as a farmer's market!

Cira South Parking Structure Philadelphia, PA

Project Manager. THA provided prime design services for an 11-level, 1661-space parking structure, including structural engineering and parking consulting services for the vertical expansion and green roof addition of the Cira South parking structure in Philadelphia, PA. The parking structure is situated between two towers on Walnut and Chestnut Streets. In addition, the garage features retail frontage and serves the two towers which incorporate office, residential, hotel, restaurant, and retail elements. Office and residential structures bookend the parking structure, and are built over AMTRAK railroad tracks.

Wellness Plaza Parking Garage New Brunswick, NJ

Principal in Charge. For the 1200-space Wellness Plaza parking garage, THA provided parking garage design, parking planning, and consulting services. On the facility's ground level is the Fresh Grocer grocery store and the Robert Wood Johnson Fitness and Wellness Center is primarily found on the second floor. The project includes a significant tower element comprised of stairs, elevators, and a walkway connector to the New Brunswick Train Station northbound platform. The structure proved to be a design challenge as it included cast-in-place concrete helix ramp structure and aquatic facilities for the fitness center

Air Products Corporate Campus Allentown, PA

Principal in Charge. THA worked with Architect L2 Partridge (L2P) to design a 2,000-space, 6-level parking facility which will serve the new Air Products Corporate Center Campus in Macungie, PA. The multi-level structure will support the new Corporate Campus, providing parking as well as amenity space on the top level in the form of an outdoor track and fitness center. The balance of the top level will have a precast roof to shield vehicles from the element, support the photovoltaic array panels, and contribute to the corporate sustainability efforts of Air Products.





YEARS OF EXPERIENCE

25 Years

EDUCATION

University of Puerto Rico,
Master of Architecture, 1998

University of Puerto Rico
Bachelor of Environmental Design, 1996

RA REGISTRATIONS

AL, DC, FL, GA, NC, PA, SC, WA

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

JAVIER SANCHEZ, AIA, NCARB, PARKSMART

Director of Operations (Miami Office), Architect

PROJECT ROLE

Project Manager

RELEVANT PROJECT EXPERIENCE

Miami Design District Museum Garage

Miami, FL

Project Manager. THA designed the new parking facility to service the Miami Design District in Miami, FL. The new 730-space, mixed-use Museum parking garage includes retail on the entire ground floor. Museum Garage includes approximately 630 parking spaces above grade and 100 parking spaces below grade. The two ground level retail areas total approximately 22,000 square feet. THA provided full architectural and structural design for this parking garage and served as prime.

Miami Design District City View Garage

Miami, FL

Project Manager. THA worked with Dacra and L Real Estate on the design of a mixed-use parking facility to serve the new Miami Design District. The innovative master plan transformed a once-overlooked Miami neighborhood into a high-end shopping, dining and cultural destination, attracting over a hundred top retailers and countless domestic and international visitors. The City View Garage includes approximately 22,660 square feet of retail and 14,790 square feet of office.

Miami Parking Authority G2 M Tower Garage

Miami, FL

Project Manager. THA was retained by the Miami Parking Authority to provide peer review and owners representation services related to the redevelopment of the MPA's G2 Garage site that includes a new residential tower and parking structure. The existing Garage was demolished and replaced with the residential building and new 650-700 space garage. The garage serves the residential building and adjacent county courts, government offices, and Flagler Street businesses.

Coral Gables Mobility HUB

Coral Gables, FL

Project Manager. THA created a conceptual criteria package for a new mobility HUB that is going to replace the existing G1 garage in the heart of Coral Gables. The mobility HUB will be a mixed-use building that will house parking for 626-spaces, activated rooftop, ground level will have scooters, bicycles, rideshare access, it will have a lane for Coral Gables trolley, and Cafes.

Coral Gables Garage 7

Coral Gables, FL

Project Manager. THA prepared the concept and design criteria documents for a new 600 space parking deck in downtown Coral Gables that serves the new Public Safety Building. The new G7 will house the offices for the Coral Gables Parking Authority and other Government offices and also retail on the ground floor. It will have EV Charging stations, and a physical connection to the Public Safety Building.

Hyatt Miami Redevelopment

Miami, FL

Project Manager. THA is providing parking planning and design services for the parking facility component of the Hyatt City Miami project.

Tesla Gigafactory Garage

Austin, TX

Project Manager. As part of a design/build team, THA was engaged to design a new 12,000 space parking structure at Tesla's Gigafactory in Austin, TX. The precast parking deck consists of an extremely efficient garage design that utilizes two-way traffic flow throughout and 90-degree parking. The ramping system consists of double-threaded helices, strategically throughout the garage to improve flow capacity and reduce search time. The garage is currently under construction and anticipated to be completed by the 3rd quarter of 2024. The total construction cost is approximately \$175,000,00, making it one of the largest parking garage projects in the country.





YEARS OF EXPERIENCE

22 Years

EDUCATION

Philadelphia University
BA in Architecture, 2002

JONATHAN M. SHISLER, PARKSMART

Director of Design

PROJECT ROLE

Lead Designer

RELEVANT PROJECT EXPERIENCE

Sawgrass Mills Colonnade Parking Garage Sunrise, FL

Project Manager. For Simon Property Group, THA designed a 1,715-space parking structure to serve the Sawgrass Mills Colonnade Outlets shopping center in Sunrise, Florida. THA designed the 650,000 sf facility with provisions for future expansion. Several ground level entrances allow for entry/exit to the parking garage. In addition, the facility includes a large valet service and waiting area on the ground level of the garage. The parking facility will include architectural elements to complement the surrounding development. It will help to create an inviting "front door" experience for visitors of this vibrant mixed-use shopping destination.

Miami Marlins Ballpark Garages Miami, FL

Project Designer. THA designed four parking garages and six surface lots to serve the new Miami Marlins Ballpark Stadium, providing 6000 spaces. Working with prime garage architect Leo A. Daly, THA performed functional design, structural engineering, and parking consulting for all structures serving the new ballpark. THA also provided master planning services for the site related to parking, as well as vehicular and pedestrian access and movement. The structures also include 60,000 square feet of ground floor commercial and retail space, as well as platforms for solar panels.

Miami Courthouse Garage Miami, FL

Project Designer. For the Miami Parking Authority, THA designed a parking facility adjacent to the new Federal Courthouse in downtown Miami. THA provided full architectural and parking design services for the 850-space facility. The garage includes two retail spaces on the ground level, as well as more than 20,000 square feet of office space. The Courthouse Center Parking Plaza's architectural features, street "liners" on the second and third floor facades, and blue glass create a pleasing aesthetic effect.

Incyte Corporation Parking Garage Design Wilmington, DE

Project Manager. As the Engineer of Record, THA provided full scope design services for a new precast parking garage that serves Incyte Corporation's new office space. The top tier of the garage is designed with a 280' cantilevered pedestrian walkway that serves as a connection from the existing corporate office to the new office facility. Strategically positioned stairways and elevators offer a seamless user transition between parked cars; the active green roof space above; and the adjacent office space. The green roof design has provisions for a Pickleball court, picnic site, and putting green.

Air Products Corporate Campus Allentown, PA

Project Manager. THA worked with Architect L2 Partridge (L2P) to design a 2,000-space, 6-level parking facility which will serve the new Air Products Corporate Center Campus in Macungie, PA. The multi-level structure supports the new Corporate Campus, providing parking as well as amenity space on the top level in the form of an outdoor track and fitness center. The balance of the top level has a precast roof to shield vehicles from the element, support the photovoltaic array panels, and contribute to the corporate sustainability efforts of Air Products.

Cira South Parking Structure Philadelphia, PA

Project Designer. THA designed the 11-level, 1661-space parking structure at the Cira South development area in Philadelphia, PA. The parking structure is situated between two towers on Walnut and Chestnut Streets. In addition, the garage features retail frontage and serves the two towers which incorporate office, residential, hotel, restaurant, and retail elements. Office and residential structures bookend the parking structure, and are built over AMTRAK railroad tracks. The garage also includes provisions for a possible future green (LEED) roof.





YEARS OF EXPERIENCE
25 Years

EDUCATION
Pennsylvania State University
BS Architectural Engineering, 2000
MS Architectural Engineering, 2000

P.E. REGISTRATIONS
FL, DC, GA, MA, NJ, NY, PA, TX, NC, SC, KY

PROFESSIONAL AFFILIATIONS
American Concrete Institute
American Society of Civil Engineers
Delaware Valley Association of Structural Engineers

PUBLICATIONS
From Disaster to Opportunity – The Priceless Value of Proactive Parking Structure Maintenance, The Parking Professional, November 2009

Why Plan for Parking Structure Maintenance? The Parking Professional, November/December 2008

Integrating On-Street & Off-Street Revenue Control with Smart Technology, The Parking Professional, August 2004

KEVIN W. CARRIGAN, PE, SE
Vice President

PROJECT ROLE
Lead Engineer

RELEVANT EXPERIENCE

Miami Design District City View Garage Miami, FL

Project Manager. THA worked with Dacra and L Real Estate on the design of a mixed-use parking facility to serve the new Miami Design District. The innovative master plan transformed a once-overlooked Miami neighborhood into a high-end shopping, dining and cultural destination, attracting over a hundred top retailers and countless domestic and international visitors. The City View Garage includes approximately 22,660 square feet of retail and 14,790 square feet of office.

Sawgrass Mills Colonnade Parking Garage Sunrise, FL

Senior Engineer. For Simon Property Group, THA designed a 1,715-space parking structure to serve the Sawgrass Mills Colonnade Outlets shopping center in Sunrise, FL. THA designed the precast 650,000 sf facility to accommodate five tiers of parking. The facility also includes a large valet service and waiting area on the ground level of the garage. The structure's design includes architectural elements to complement the surrounding development.

Cira South Parking Structure Philadelphia, PA

Project Engineer. THA provided prime design services for an 11-level, 1661-space parking structure, including structural engineering and parking consulting services for the vertical expansion and green roof addition of the Cira South parking structure in Philadelphia, PA. The parking structure is situated between two towers on Walnut and Chestnut Streets. In addition, the garage features retail frontage and serves the two towers which incorporate office, residential, hotel, restaurant, and retail elements. Office and residential structures bookend the parking structure, and are built over AMTRAK railroad tracks.

New Brunswick Performing Arts Center Garage New Brunswick, NJ

Project Manager. THA worked with the prime architect Elkus Manfredi and the New Brunswick Parking Authority to design a seven tier mixed-use parking facility that includes 344-parking spaces, electric vehicle charging stations, bike parking, loading docks, and ancillary space. This project included the development of two state-of-the-art theater spaces, dedicated rehearsal studios, academic and office space. The project also included 207 residential rental apartments and public parking.

Bethlehem Parking Authority Walnut Street Garage Bethlehem, PA

Project Manager. THA was retained by the Bethlehem Parking Authority (BPA) to provide architectural, engineering, bidding, and construction administration services for a new 514-space, 7-tier parking structure to replace the existing Walnut Street garage. The existing garage is approximately 45 years old and has approached the end of its useful life. The BPA wished to have it demolished and redevelop the site with other land uses (residential, hospitality, commercial, etc.) in conjunction with the new parking structure. The new garage will be built on the eastern half of the site once the existing facility is demolished.

Incyte Corporation Parking Garage Design Wilmington, DE

Senior Engineer. As the Engineer of Record, THA provided full scope design services for a new precast parking garage that serves Incyte Corporation's new office space. The top tier of the garage is designed with a 280' cantilevered pedestrian walkway that serves as a connection from the existing corporate office to the new office facility. Strategically positioned stairways and elevators offer a seamless user transition between parked cars; the active green roof space above; and the adjacent office space. The green roof design has provisions for a Pickleball court, picnic site, and putting green.





Albert Shub, P.E. LEED AP

Title	President, Director of Mechanical Department		
Duties and Responsibilities	In responsible charge for the complete design of all HVAC, Plumbing, and Fire Sprinkler systems. Manager of approximately 20 employees. Prepare presentations and proposals for prospect work. Attend client / contractor conferences. Project coordination with government officials, architects, civil and structural engineers.		
Education	1981 - 1985 University of Miami - Coral Gables, Florida <i>Bachelor of Science in Mechanical Engineering</i> • <i>Engineer in Training in Mechanical exam passed October 1985</i> • <i>PI TAU SIGMA, National Honorary Mechanical Engineering Society</i>		
Professional Experience	May 1990 – Present: Florida Engineering Services North Miami Beach, Florida <i>President</i> • License PE43413 Florida – issued May 1990 • License Registered in the State of New York 2007 • LEED AP certification – issued 2007 • Transitioned to majority shareholder – January 2015. February 1988 – April 1990: Steven Feller, P.E., Inc. Fort Lauderdale, Florida <i>HVAC Designer</i>		
Professional memberships	American Society of Heating, Air Conditioning, and Refrigeration Engineer National Fire Protection Association National Society of Plumbing Engineers U.S. Green Building Council		
References	<table border="0"> <tr> <td> Mr. Ed Bec Plaza Equity Partners SunTrust International Center 1 SE 3rd Avenue, Suite 2110 Miami, Florida 33131 Office: 954-630-8880 Cell: 305-454-3214 ebec@plazaequity.com </td><td> Manuel Martinez Trinsic Residential Group 1400 Biscayne Boulevard Miami, Florida 33132 305-796-4562 305-397-2469 mmartinez@trinsicres.com </td></tr> </table>	Mr. Ed Bec Plaza Equity Partners SunTrust International Center 1 SE 3rd Avenue, Suite 2110 Miami, Florida 33131 Office: 954-630-8880 Cell: 305-454-3214 ebec@plazaequity.com	Manuel Martinez Trinsic Residential Group 1400 Biscayne Boulevard Miami, Florida 33132 305-796-4562 305-397-2469 mmartinez@trinsicres.com
Mr. Ed Bec Plaza Equity Partners SunTrust International Center 1 SE 3rd Avenue, Suite 2110 Miami, Florida 33131 Office: 954-630-8880 Cell: 305-454-3214 ebec@plazaequity.com	Manuel Martinez Trinsic Residential Group 1400 Biscayne Boulevard Miami, Florida 33132 305-796-4562 305-397-2469 mmartinez@trinsicres.com		





Ernesto R. Torres, P.E.

Title:

Vice President, Director of Electrical Department

Duties / Responsibilities:

In responsible charge for the complete design of all Electrical, Fire Alarm, Phone and Cable TV systems. Manager of over 15 employees. Attend client / contractor conferences. Project coordination with government officials, architects, civil and structural engineers.

Education:

Universidad Nacional de Ingenieria (UNAN)

Bachlors of Science in Electrical Engineering

January 1981 – July 1987

- Engineer In Training exam passed Oct 1993
- AutoCAD Release 12 Course, HI-TECH School, Dec 1994
- Engineering in Training Course, ANIA, Inc, Oct 1993
- MS-DOS Computer Application Course, HI-TECH School Sept 1993

Professional Experience:

January 1995 – Present

Florida Engineering Services, Inc. - North Miami Beach, FL 33169

Vice President

- P.E. License #: PE0049958 - State of Florida
(Issued February 1996 – and registered in New York State)
- Transitioned to minority shareholder – January 2015

April 1988 – December 1994

Best Truss Co, Inc. – Miami, FL

Maintenance Manager

August 1992 – December 1994

Ertech, Inc. – Miami, FL

Consultant Engineer

January 1986 – December 1988

Servicios Ing. Electrica, SA. - Managua, Nicaragua

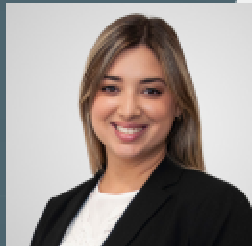
Owner / General Manger

May 1982 – December 1985

Emp. Nacional de Diseno – Managua, Nicaragua

Electrical Engineer





ANAMARIS TORRES SANCHEZ, PE

Associate
Site Engineering/Land Development

Education

- B.Sc., Civil Engineering, Polytechnic University of Puerto Rico

Professional Registration

- Professional Engineer, Florida
- Professional Engineer, Puerto Rico

Affiliations

- Commercial Real Estate Women (CREW)

Ms. Torres has 11 years of civil engineering experience. She specializes in site engineering, hydraulics and hydrology, storm water management, water distribution systems, and sanitary sewerage conveyance design. Her experience includes site/civil design for residential, commercial, and industrial projects; regulatory permitting; and construction observation and support.

Selected Projects

- Baptist Hospital Hotel and Conference, Miami, FL
- Biscayne Beach Club, Miami, FL
- Brickell World Center Parking Garage, Miami, FL
- Centro Hospitalario Serena Del Mar, Cartagena, Colombia
- Collins Avenue Parking Garage, Miami Beach, FL
- Dania Beach Residences, Dania Beach, FL
- EIR Multi-Use Building, Miami, FL
- Flagler III Building 1 through 9, Miami, FL
- Flagler Station Building 34 through 38, Miami, FL
- Frost School of Music, Coral Gables, FL
- Ground Distribution Center, Homestead, FL
- Ground Distribution Center, West Palm Beach, FL
- Hard Rock Stadium Renovations, Miami Gardens, FL
- Island Gardens Sanitary Sewer Meter, Miami, FL
- JLB Bacardi, Miami, FL
- Miami Dolphins Training Facility, Miami Gardens, FL
- Miami Open at Hard Rock Stadium, Miami Gardens, FL
- Mount Sinai Medical Center, Miami Beach, FL
- One Brickell City Centre, Miami, FL
- Parksquare Aventura, Miami, FL
- Port Aventura, Miami, FL
- Prologis Telemundo, Doral, FL
- River Landing, Miami, FL
- Royal Caribbean Building Expansion, Miami, FL
- SEED School, Miami, FL
- SFLC Building 4 through 7, Miami, FL
- Shops at Sunset Place Due Diligence, South Miami, FL
- Silverspot Movie Theater, Coconut Creek, FL
- SLS Brickell, Miami, FL
- SoLeMia, North Miami, FL
- The Plaza Coral Gables, Coral Gables, FL

LANGAN





COPY OF A/E FLORIDA LICENSE

18.1.8



State of Florida

Department of State

I certify from the records of this office that WHITING-TURNER CONTRACTING COMPANY THE is a Maryland corporation authorized to transact business in the State of Florida, qualified on May 8, 1961.

The document number of this corporation is 815261.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2025*



A handwritten signature in black ink, appearing to be "J. B. ...", written over a horizontal line.

Secretary of State

Tracking Number: 2184202752CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



State of Florida

Department of State

I certify from the records of this office that THA CONSULTING, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on April 14, 1997.

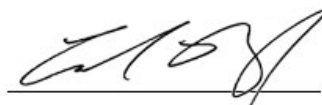
The document number of this corporation is F97000001910.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 2, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2025*




Secretary of State

Tracking Number: 9481595730CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

THA Consulting, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: June 8, 2021

Expiration Date: June 8, 2025

WBENC National Certification Number: WBE2101406

WBENC National WBE Certification was processed and validated by Women's
Business Enterprise Center - East, a WBENC Regional Partner Organization.

Elizabeth M. Walsh

Authorized by Elizabeth M. Walsh, President
Women's Business Enterprise Center - East

WBENCEAST
WOMEN'S BUSINESS ENTERPRISE CENTER
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541310, 541330
UNSPSC: 30221002, 81100000, 81101505, 81101508



THA
THA CONSULTING





Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

THA CONSULTING INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541330

Laura Paskvan

***DBE & Small Business Development Manager
Florida Department of Transportation***



THA
THA CONSULTING





COPY OF FLORIDA GC LICENSE

18.1.9



	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
CONSTRUCTION INDUSTRY LICENSING BOARD			
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
WILLIAMS, GABRIEL LEM			
WHITING-TURNER CONTRACTING COMPANY THE 110 E BROWARD BLVD SUITE 2050 FORT LAUDERDALE FL 33301			
LICENSE NUMBER: CGC1530132			
EXPIRATION DATE: AUGUST 31, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 06/11/2024			
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SANCHEZ, JAVIER OCTAVIO
THA CONSULTING, INC
3530 SW 22ND STREET APT 501
MIAMI FL 33145

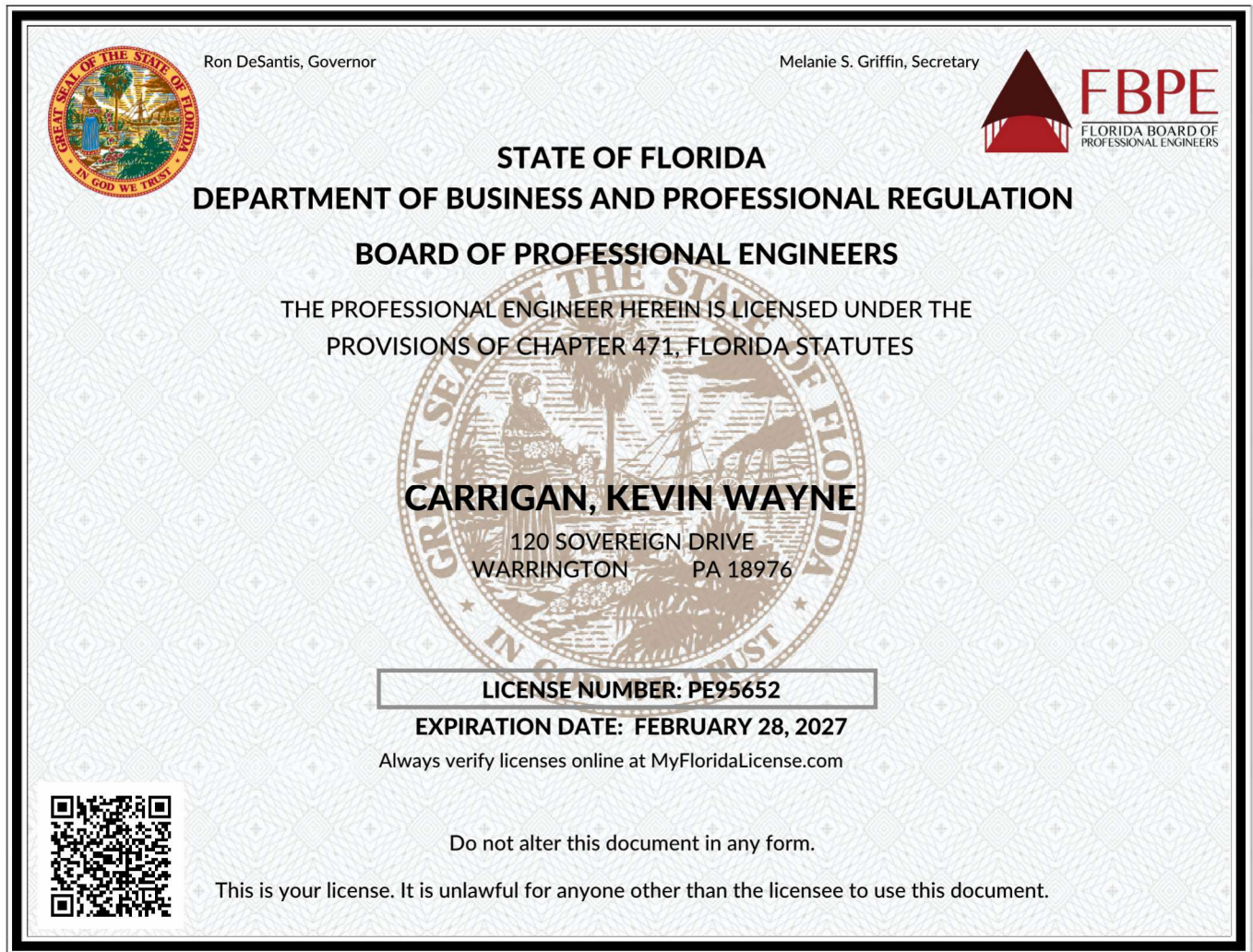
LICENSE NUMBER: AR94353
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THA
THA CONSULTING





CONFLICTS OF INTEREST

As set forth in this RFP, neither Whiting-Turner nor THA's employees, spouses, children or immediate family are or related to employees or elected / appointed officials for the City of Pompano Beach.

Furthermore, no City employee, elected or appointed official who owns, either directly or indirectly, any interest of the Proposer's or affiliates.





UNIQUE CAPABILITIES

18.1.11





SAFETY

IT'S WHAT SETS US APART

Whiting-Turner independently **has the team** and **the experience**, however, with THA we are that much stronger. In addition, we have the **financial resources** and **dedicated, internal Design-Build and Parking Industry Leader's** that track market trends, supply chain interruptions and global pricing to help deliver an iconic project on time and within budget. However, **none of this matters without having an outstanding safety record** and a unique approach. Our safety does no consist of just setting goals for each of our projects, **it is a daily, living tool that has cultivated a culture within the company that is second to none.**

We were going to fill this page with "pretty" pictures but decided there is nothing prettier or more appealing than **an outstanding EMR rating.**

SAFETY IS OUR PRIORITY!



Target Zero is a safety tracking application that was developed in-house for a large, sophisticated project. It spread out from there and we continue to enhance and develop the application to make it useful on jobs of all sizes.

Target Zero allows our teams to have each subcontractor employee sign in with their badge or hard hat sticker number when completing a safety orientation. These employees can then be tagged on safety issues for recognitions, violations, observations, and Incidents.



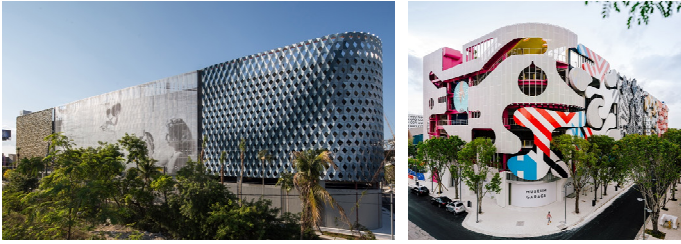
0.53
2024 EMR

0.49
2023 EMR

0.53
2022 EMR

47% better
than the
industry's
average of 1.00.





THA has significant experience in architectural documentation and provided such services for the above Miami Design District City View (left) and Museum (right) garages.

THA Consulting, Inc. (M/WBE/DBE certified firm) is a nationally recognized expert specializing exclusively in parking planning and design. THA is known for innovative and creative approaches and solutions to problem solving with the specific end user in mind. Since our inception in 1994, our firm has developed a high level of technical competency in all aspects of parking planning, including a Core Value implementation of Responsiveness, Keeping Clients Informed, and Going the Extra Mile, which has proven to be successful in overall client and project satisfaction. Our firm has completed close to 1,200 parking projects and almost 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities.



IPMI A Guide to Parking
Functional Design chapter co-authored by Todd Helmer

THA's unique attributes and expertise are demonstrated by the following:

- THA has 30 years providing parking planning and design services to clients both nationally and internationally, with a very high percentage of repeat clients.
- The turnkey approach of having planning, architecture, engineering, operations and construction expertise in-house provides clients with an approach of close coordination from design through construction and occupancy.
- THA Principals/Directors are thought leaders holding board positions with national associations, as well as publications in nationally recognized parking industry guidelines and periodicals.
- Long tenured leadership and staff with vast experience in not only design and construction, but also in operations with expertise in house previously having worked in those fields.
- THA leadership was an integral part of spearheading and leading the Park Smart Certification process with the Green Building Council and IPMI.
- THA's robust quality control process is evidenced by a track record of successfully built projects, as well as Contractor feedback, that documentation is prescriptive, comprehensive and well-coordinated.
- THA has significant experience in the implementation of iconic, state-of-the-art parking structures.



STATEMENT OF SKILLS & EXPERIENCE

18.1.12





Sawgrass Mills Colonnade Parking Garage

For Simon Property Group, THA designed a 1,715-space parking structure to serve the Sawgrass Mills Colonnade Outlets shopping center in Sunrise, Florida. THA designed the Precast 650,000 sf facility to accommodate five (5) tiers of parking. Several ground level entrances allow for entry/exit to the parking garage.

In addition, the facility includes a large valet service and waiting area on the ground level of the garage. The parking facility includes architectural elements to complement the surrounding development. It will help to create an inviting "front door" experience for visitors of this vibrant mixed-use shopping destination.

CLIENT

Simon Property Group, Inc.

LOCATION

Sunrise, FL

REFERENCE

Mark Lingelbach
Simon Property Group, Inc.
(317) 263-7992
mlingelbach@simon.com

COMPLETION DATE

October 2016

CONSTRUCTION COST

\$33,000,000





Incyte Corporation Parking Garage Design

As the Engineer of Record, THA provided full scope design services for a new precast parking garage that serves Incyte Corporation's new office space. The top tier of the garage is designed with a 280' cantilevered pedestrian walkway that serves as a connection from the existing corporate office to the new office facility. Strategically positioned stairways and elevators offer a seamless user transition between parked cars; the active green roof space above; and the adjacent office space. The green roof design has provisions for a Pickleball court, picnic site, and putting green.

Sustainable features played a key role in the implementation of environmental stewardship. The superstructure was designed with precast concrete. Unique façade enhancements, such as living wall planter systems; support the local ecosystem; while, the green roof assists in managing storm water for the site.

Nestled within a residential area, the campus required unique design and construction considerations. The parking garage's layout is designed utilizing the site's existing slopes as a way of minimizing excavation and resolving height limitations.

CLIENT
Incyte Corporation

LOCATION
Wilmington, DE

REFERENCE
Jeff Chapin
Project Manager
The Whiting-Turner Contracting Company
(302) 292-0676

PROJECT DATES
September 2016 - January 2019

CONSTRUCTION COST
\$18,000,000





Princeton University Stadium Drive Parking Garage

THA was retained by Princeton University to serve as Prime and provide Parking, Planning, and Design services for the proposed 1600 space parking structure. In conjunction with the University's 30 year Master Plan, it is the intent of the structure to serve as a gateway to the University's East Campus and Athletic Facilities. The proposed location for the site will be adjacent to the landing of a proposed new pedestrian/bike flyover that will connect the future Lake Campus.

The new garage is intended to accommodate the existing surface lot, as well as spaces that will be displaced from sites of new projects to be constructed. Additional program components, including Ground and Building and Athletic facilities support will also be integrated into the garage.

The University had also requested that the garage be designed with consideration of conversion for future administrative or academic uses in the future.

CLIENT
Princeton University

LOCATION
Princeton, NJ

PROJECT DATES
March 2019 - November 2023

CONSTRUCTION COST
\$33,600,000

REFERENCE
Ben Petrick, AIA
Assistant University Architect
Office of the University Architect
Princeton University





Miami Design District City View Mixed-Use Garage

THA Consulting, Inc. (THA) served as the prime architect for a mixed-use facility with a 559-space garage which includes retail and art studio. Two other architectural firms Leong Leong and Iwamoto Scott provided a design concept for the two book end, and artist John Baldessari who installed monochrome billboards facing the I95.

THA worked with Dacra and L Real Estate on the design of a mixed-use parking facility to serve the new Miami Design District. The innovative master plan will transform a once-overlooked Miami neighborhood into a high-end shopping, dining, and cultural destination, attracting over a hundred top retailers and countless domestic and international visitors.

The City View Garage includes approximately 22,660 square feet of retail and 14,790 square feet of office. To complement the District's dedication to the creative experience, it provides an attractive connection between parking and the rest of the development with its vibrant facades, dramatic lighting, and ground-floor retail spaces to engage the pedestrian.

CLIENT
DACRA

LOCATION
Miami, FL

PROJECT DATES
November 2012 - May 2015

CONSTRUCTION COST
\$26,000,000

REFERENCE
David Holtzman
Vice President
DACRA
(305) 531-8700
david@dacra.com





Miami Design District Museum Garage

THA Consulting, Inc. (THA) served as Prime Architect and Engineer of Record, for the new Miami Design District Museum Garage in Miami, FL. Decorated with five distinctly crafted facades by artists from all over the world, the 927-space mixed-use structure houses two ground level retail and restaurant space areas.

As the Prime Architect and Engineer of Record, THA provided full architectural design and documentation for the new Miami Design District Museum Garage. THA worked closely with façade fabricators and five (5) façade designers to turn their conceptual designs into realistic, life-size artwork: fabricators [A. Zahner Co. and Entech Innovative] and designers [WORKac (New York, NY); Jürgen Mayer H (Germany); Nicolas Buñe (France); Manuel Clavel (Spain); Keenan/Riley (Miami, FL)].

The new 929-space cast-in-place post-tensioned garage also includes two ground level retail areas that total approximately 22,000 square feet.

THA services included stair and elevator towers, parking access control for different user types, location of islands and parking equipment, and project documentation.

To complement the District's dedication to the creative experience, this unprecedented structure will provide an attractive connection between parking and the rest of the development with its vibrant facades, dramatic lighting, and ground floor retail spaces to engage the pedestrian.

CLIENT
DACRA

LOCATION
Miami, FL

PROJECT DATES
March 2013 - September 2017

CONSTRUCTION COST
\$51,000,000

REFERENCE
David Holtzman
Vice President
DACRA
(305) 531-8700



REFERENCES

Company Name: **THE WHITING-TURNER CONTRACTING COMPANY & THA ASSOCIATES**

List the minimum required references, as stated in the Solicitation, which demonstrates the experience in similar work, including nature and scope of work, demonstrating expertise in providing the services stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

REFERENCE 1			
Name of Firm:	SIMON PROPERTY GROUP, INC. <i>(Both Whiting-Turner and THA were on this project.)</i>		
Contact Person:	Mark Lingelbach		
Contact's Email:	mlingelbach@simon.com		
Contact's Phone:	(317) 263-7992 / (302)519.3216	Date(s) of Service:	04/01/14 - 10/15/16
Scope of Work: \$30M	Sawgrass Parking Garage: Seven-bay, five-level, open-air parking structure with 1,715 spaces and two separate ramps. The garage was constructed adjacent to the mall and was incorporated into the pedestrian flow to provide easy access to and from the shopping center and restaurants.		

REFERENCE 2			
Name of Firm:	PRINCETON UNIVERSITY <i>(Both Whiting-Turner and THA were on this project.)</i>		
Contact Person:	Benjamin Petrick AIA, Assistant University Architect		
Contact's Email:	bpetrick@princeton.edu		
Contact's Phone:	(609) 258-7809	Date(s) of Service:	07/01/19 - 07/29/22
Scope of Work: Cost Confidential	East Campus Parking Garage: The East Campus Parking Garage was part of a three component project which also included a Thermal Integrated GeoExchange Resource plant and an infrastructure upgrade with site development. The parking garage portion included a 1,552 space, six story, precast parking garage, with 64 EV charging spaces, as well as 30 acres of site development.		

REFERENCE 3			
Name of Firm:	INCYTE CORPORATION <i>(Both Whiting-Turner and THA were on this project.)</i>		
Contact Person:	Kevin Davis, Senior Director, Facilities		
Contact's Email:	kdavis@incyte.com		
Contact's Phone:	302-498-6866	Date(s) of Service:	01/15/2016 - 10/05/17
Scope of Work: \$80M	Wilmington Headquarters and Garage : Restricted to four stories due to zoning regulations, this project includes a new, 154,000 SF corporate headquarters with a highly intensive green roof that has charging stations for electric vehicles and a living wall. Construction of the garage consisted of 371-spaces, which was required to meet the additional parking needs of the previous headquarters.		





SIMON PROPERTY GROUP, INC. (Both Whiting-Turner and THA were on this project.)

Mark Lingelbach
mlingelbach@simon.com
(317) 263-7992 / (302) 519.3216

Sawgrass Parking Garage: Seven-bay, five-level, open-air parking structure with 1,715 spaces and two separate ramps. The garage was constructed adjacent to the mall and was incorporated into the pedestrian flow to provide easy access to and from the shopping center and restaurants.



PRINCETON UNIVERSITY (Both Whiting-Turner and THA were on this project.)

Benjamin Petrick AIA, Assistant University Architect
bpetrick@princeton.edu
(609) 258-7809

East Campus Parking Garage: The East Campus Parking Garage was part of a three component project which also included a Thermal Integrated GeoExchange Resource plant and an infrastructure upgrade with site development. The parking garage portion included a 1,552 space, six story, precast parking garage, with 64 EV charging spaces, as well as 30 acres of site development.



INCYTE CORPORATION (Both Whiting-Turner and THA were on this project.)

Kevin Davis, Senior Director, Facilities
kdavis@incyte.com
302-498-6866

Wilmington Headquarters and Garage : Restricted to four stories due to zoning regulations, this project includes a new, 154,000 SF corporate headquarters with a highly intensive green roof that has charging stations for electric vehicles and a living wall. Construction of the garage consisted of 371-spaces, which was required to meet the additional parking needs of the previous headquarters.





LITIGATION

18.1.14



LITIGATION

Whiting-Turner is rarely involved in litigation. However, since the Company is typically engaged in approximately 800 to over 1000 projects at any given time, and is party to well over 15,000 subcontracts in any given year, there are obviously bound to be some disagreements which reach the litigation stage.

Also, there are occasional accidents and claims of injuries, principally by employees of subcontractors, which result in litigation.

These matters are typically defended by the various insurance carriers involved.

Please note that many recent cases involving both project owners and subcontractors are related to the fluctuation in the real estate and construction markets and its effect on an owner's ability to pay amounts owed to Whiting-Turner.

Owners Last 5 Years

Plaintiff (P) & Defendant (D)	Court where filed	Nature of Case	Current Status
Loft Downtown II Condominium Association, Inc. etc. (P) v. Whiting-Turner, etc. and Weathertrol Maintenance Corp., etc. (D)	Miami-Dade County Circuit Court, Florida	Claim for breach of warranty regarding alleged defect in pipe installed by Subcontractor	Settled
Manganaro v. FRIT; Whiting-Turner (P) v. Manganaro (D); Baltimore Steel, et al.	Circuit Court for Montgomery County, Maryland	Claim against Owner for extra work in connection with masonry repairs related to alleged design defects and counter-claims	Settled
The United Illuminating Company (P) v. Whiting-Turner, et al. (D)	District Court for the District of Connecticut	Claim for alleged construction issues	Settled
Loft Downtown II Condominium Association, Inc. etc. (P) v. Whiting-Turner and Century Fire Protection, Inc. (D)	Circuit Court of the Eleventh Circuit in and for Miami-Dade County, Florida	Claim for alleged faulty sprinkler heads installed by Subcontractor	Settled
Delaware State University (P) v. Whiting-Turner, et al (D)	United States District Court for the District of Delaware	Claim for alleged defective panel wall system against contractor and designer. WT in suit as CM agent only.	Summary Judgment in Favor of Whiting-Turner
Whiting-Turner (P) v. Stonewall Station Investments and Mayfair (D)	State of North Carolina, Mecklenburg County	Claim for Payment against Owner and Owner's Agent	Settled
Whiting-Turner (P) v. SLX Grand Atlanta (D)	In the Superior Court of Dekalb County, State of Georgia	Claim for Payment against Owner	Settled
Whiting-Turner (P) v. Compass Datacenters (D)	State of North Carolina, County of Durham	Claim for Payment against Owner	Settled
La Jolla Commons (P) v. Whiting-Turner, et al. (D)	Superior Court of the State of California County of San Diego	Claim in Connection with Window Manufacturer	Settled
Shadelands Park, LLC (P) v. Whiting-Turner, et al (D)	Superior Court for the State of California, County of Contra Costa	Dispute Regarding Building Envelope Leak	Discovery
Cactus Villas (P) v. Whiting-Turner and DrifTech (D)	Clark County, Nevada	Dispute in Connection with Roofing Subcontractor	Settled
Federal Realty Investment Trust (P) v. Whiting-Turner (D)	Circuit Court for Montgomery County	Claim in Connection with alleged leaks in curtainwall system supplied and installed by Subcontractor	Settled
Buckner Senior Living dba Ventana By Buckner (P) v. Whiting-Turner, et al.	District Court of 14th Judicial District, Dallas County, Texas	Claim for design/ installation of heating and cooling system	Judgment Entered in Favor of Whiting-Turner on 4/29/24
Whiting-Turner (P) v. JetBlue Airways (P)	In the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, Civil Division	Pass Through Claim for Payment	Discovery
Whiting-Turner (P) v. Fisker, et al. (D)	United States Bankruptcy Court for the District of Delaware	Bankruptcy Matter	Initial Pleadings



Subcontractor's Last 5 Years

Plaintiff (P) & Defendant (D)	Court where filed	Nature of Case	Current Status
Whiting-Turner (P) v. Manganaro (D); Baltimore Steel, et al.	Circuit Court for Montgomery County	Claim against Subcontractor for defective work; cost overruns	Case tried; post trial filings; oral verdict in WT's favor; awaiting written verdict
Bunting Graphics, Inc. dba Bunting Architectural Metals (P) v. Whiting-Turner (D)	United States District Court for the District of Maryland	Claim for Disputed Payment and Delay Claims by defaulted Subcontractor	Case tried; awaiting Trial verdict
Optimum Building Systems LLC (P) v. The Jackson Laboratory and Whiting-Turner (D)	State of Maine, Hancock SS, Superior Court	Claim for Disputed Payment, Breach of Contract and Mechanic's Lien	Discovery
John Egan (P) v. Jackson Lab, Optimum Building Systems and Whiting-Turner (D)	Hancock Superior Court, State of Maine	Claim for Disputed Payment	Discovery
DP Development (P) v. Whiting-Turner, et al (D)	Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida	Claim for Disputed Payment	Discovery
Hart Mechanical (P) v. Whiting-Turner, Zurich, Fidelity and Liberty (D)	Circuit Court of the Seventeenth Judicial District in and for Broward County, Florida	Subcontractor Claim for Disputed Payment	Discovery
Whiting-Turner (P) v. Quinco Electrical, Inc., Philadelphia Indemnity Ins., J.R. Clancy, Inc., Travelers, Barton Myers Assoc., Inc. and HKS Architects, Inc. (D)	Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida Civil Division	Claims Against Subcontractor for Costs Incurred Due to Subcontractors Performance	Discovery
Broadway Electric and Engert LLC (P) v. Whiting-Turner (D)	United States District Court Eastern District of Tennessee Knoxville Division (In Arbitration)	Subcontractor Claim for Disputed Payment	Discovery and Mediation
Core & Maine (P) v. Flatiron Hotel, et al., including Whiting-Turner (D)	Superior Court Division, State of North Carolina, Buncombe County	Subcontract Breach of Contract Claim and to Enforce Mechanic's Lien	Initial Pleadings
GD Concrete Construction (P) v. Whiting-Turner and Museum of Nebraska Art (D)	District Court of Buffalo County, Nebraska	Subcontractor Claim for Disputed Payment	Initial Pleadings
Keller North America FKA Haywood Baker, Inc. (P) v. Osburn Contractors, et al. including Whiting-Turner (D)	In the District Court 101st Judicial District, Dallas County, Texas	Disputed Subcontractor Claim for Payment	Initial Pleadings
United Steel (P) v. Whiting-Turner (D)	U.S. District Court for the District of Maryland	Disputed Subcontractor Claim for Payment	Initial Pleadings
United Steel (P) v. Whiting-Turner (D)	U.S. District Court for the District of Maine	Disputed Subcontractor Claim for Payment Against Surety Bonds	Initial Pleadings

LITIGATION
CONTINUED



BONDING CAPACITY

18.1.15





January 2, 2025

RE: The Whiting-Turner Contracting Company

To Whom It May Concern:

This letter is to confirm that Fidelity and Deposit Company of Maryland (F&D) NAIC# 39306, a subsidiary of Zurich, N.A, who has an A.M. Best Rating of 'A+' with a financial size of 'XV', and a US Treasury Limitation of \$14,785,000, Zurich American Insurance Company (Zurich) NAIC# 16535, who has an A.M. Best Rating of 'A+' with a financial size of 'XV' and a US Treasury Limitation of \$694,296,000, and Liberty Mutual Insurance Company (Liberty) NAIC# 23043, who has an A.M. Best Rating of 'A' with a financial size of 'XV', and a US Treasury Limitation of \$1,122,392,000, serve as Co-Sureties on behalf of The Whiting-Turner Contracting Company.

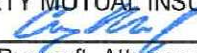
The Whiting-Turner Contracting Company has a capacity of at least \$500,000,000 per project and an aggregate bonding capacity of \$4,000,000,000.

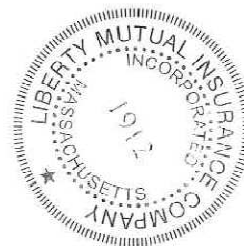
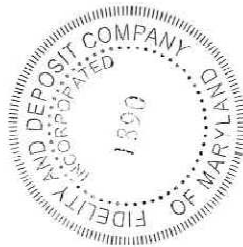
Should The Whiting-Turner Contracting Company be awarded the project and enter into a contract the Obligatee, F&D, Zurich and Liberty stand ready to provide the Bid Bonds and Performance & Payment Bonds for the project.

As is customary, our commitment would be subject to our standard underwriting at the time a particular bond is requested, which will include but not be limited to the acceptability of the contract terms and bond forms.

The Whiting-Turner Contracting Company enjoys an outstanding reputation and we can recommend them to you without reservation.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
ZURICH AMERICAN INSURANCE COMPANY AND
LIBERTY MUTUAL INSURANCE COMPANY, AS CO-SURETIES

By: 
Craig Bancroft, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stephen M. MUTSCHELLER, Emily BRENNAN, Robert F. WHITE, Gary L. BERGER, R. Nelson OSTER, Craig BANCROFT, Joshua B. HAUSERMAN, William FRANCIK, Jonathan KIBLER, Mary GOSKA, Jamie LAWRENCE, Jennifer SCHIAZZA** all of Hunt Valley, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

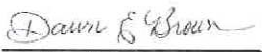
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: *Robert D. Murray*
Vice President


By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 25th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

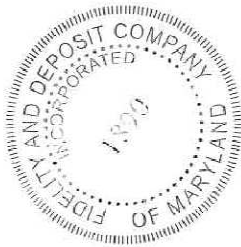
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of January, 2025.



Mary Jean Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206176-017005**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Bancroft; Emily Brennan; Gary L. Berger; Jamie Lawrence; Jennifer Schiazza; Jonathan Kibler; Joshua B. Hauserman; Mary Goska; R. Nelson Oster; Robert F. White; Stephen M. Mutscheller; William Francik

all of the city of Hunt Valley state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of August, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 20th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of January, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





110 E. Broward Boulevard, Suite 2050
Ft. Lauderdale, FL 33301



85 Full-Time Employees
at this location

Whiting-Turner plans on having a
local office, on-site, if awarded.



470 Norristown Road, Suite 200
Blue Bell, Pennsylvania 19422



35 Employees at this location



40 NW 3rd Street, Suite 1102
Miami, Florida 33128



4 Employees at this location

The design team will be rendering services from their Miami location with support from
their home office in Pennsylvania





PART B





CONCEPTUAL DESIGN

18.2.1





When envisioning an iconic design for the Oceanside Garage in Pompano Beach, Florida, we sought to capture the essence of the city's vibrant coastal identity—one that evokes relaxation, warmth, and a deep connection to the ocean. Inspired by the rhythmic flow of the waves, the organic forms of coral reefs, and the structural beauty of a seaside pier, our design seamlessly integrates the functional demands of a parking structure with an artistic expression that embodies the spirit of South Florida.

At the base of the structure, we drew inspiration from the sturdy legs and diagonal trusses of a traditional pier, visually anchoring the design with a framework reminiscent of the boardwalks that extend over the Atlantic. This strong foundation provides a sense of stability and purpose, grounding the garage within its environment. Rising above, the façade transitions into a geometric pattern that mimics the natural interplay of bubbles and waves as they meet the shore.

This evolving aperture not only introduces an element of movement but also enhances ventilation and natural light, improving the user experience.

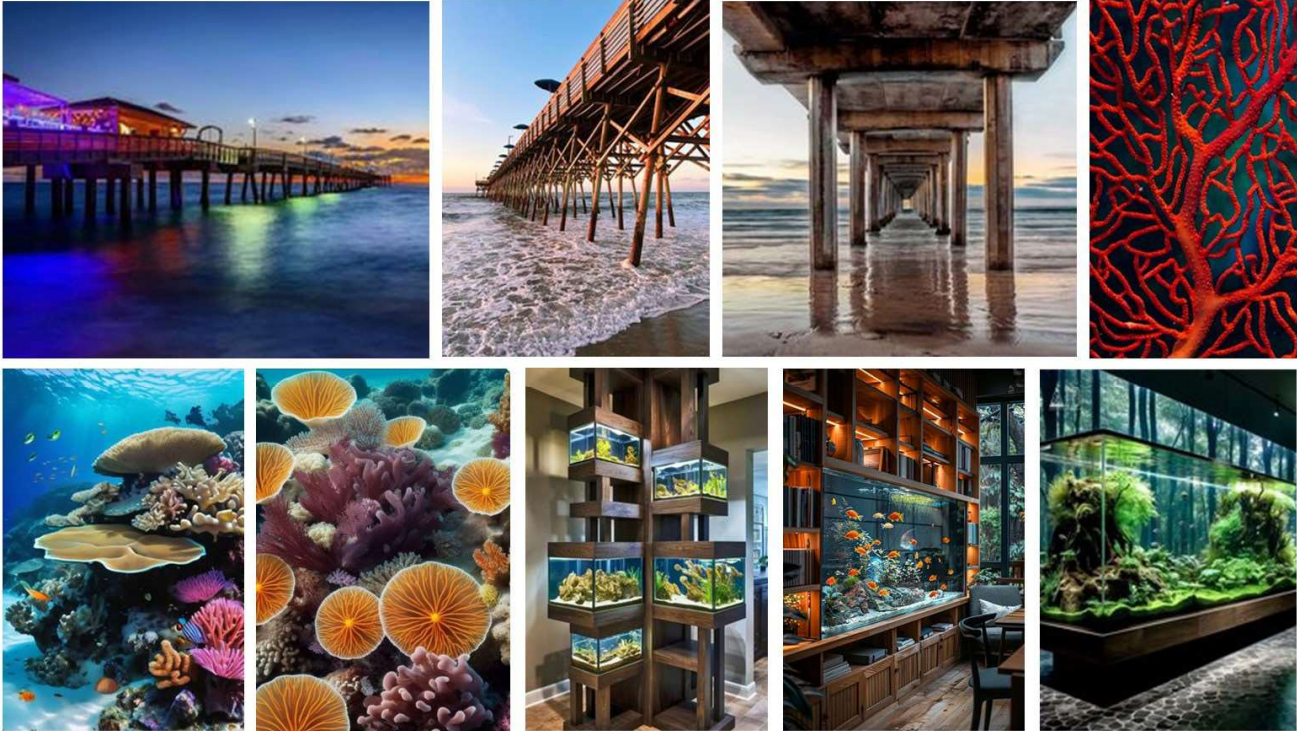
To further break the rigidity of the structure, an intricate coral-inspired pattern is woven into the façade, celebrating the region's rich marine life while softening the geometry with organic fluidity.

Framing the composition, stair and elevator towers serve as focal points at two prominent corners of the garage, adorned with striking murals of ocean wildlife. These artistic bookends transform utilitarian elements into visual landmarks, welcoming visitors with bold and dynamic imagery that speaks to the coastal identity of Pompano Beach.

The result is a structure that is more than just a parking facility—it is a destination, an architectural reflection of the ocean's beauty, and a gateway that enhances the city's identity. By balancing functionality with artistry, the Oceanside Garage offers a vibrant and inviting experience that is both practical and iconic, ensuring its place as a cherished part of the Pompano Beach landscape.

PROPOSED GARAGE DESIGN
PRECEDENTS DESIGNS

5

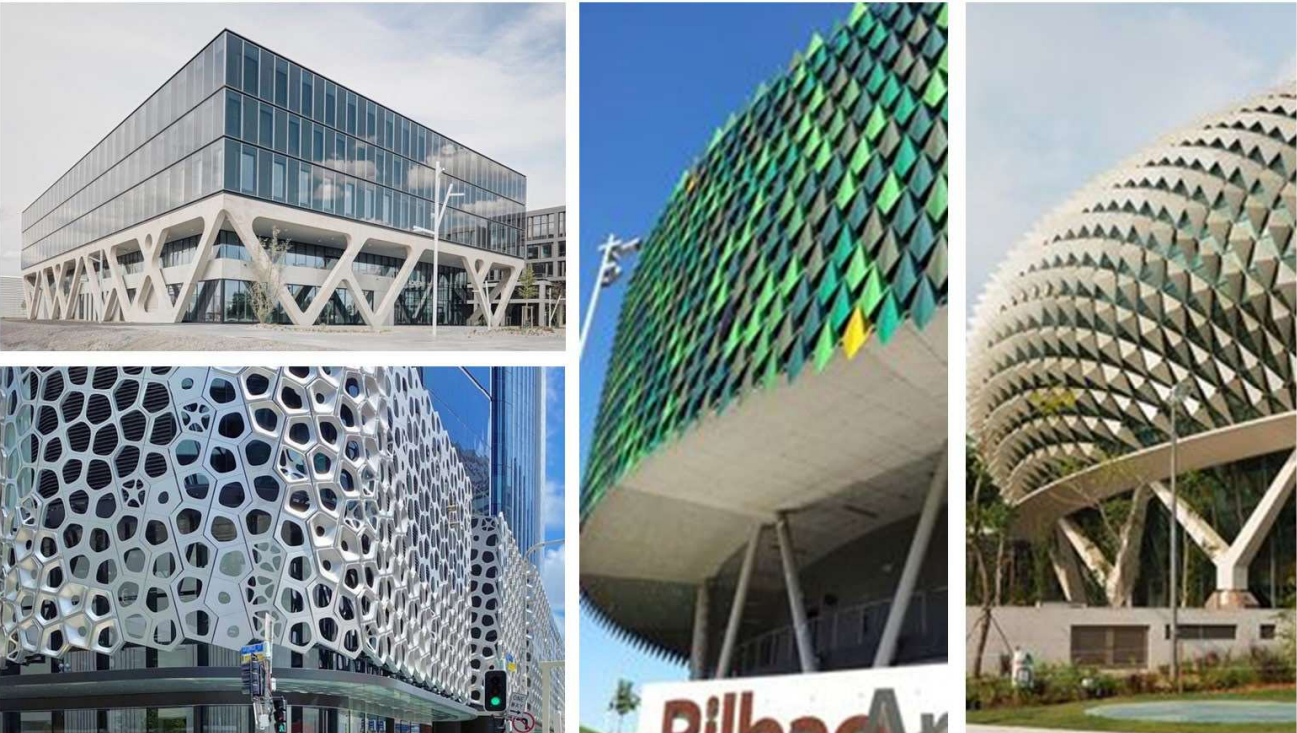


 Pompano Beach DB Oceanside Parking Garage
City of Pompano Beach
125 N Riverside Dr.
Pompano Beach, FL 33062



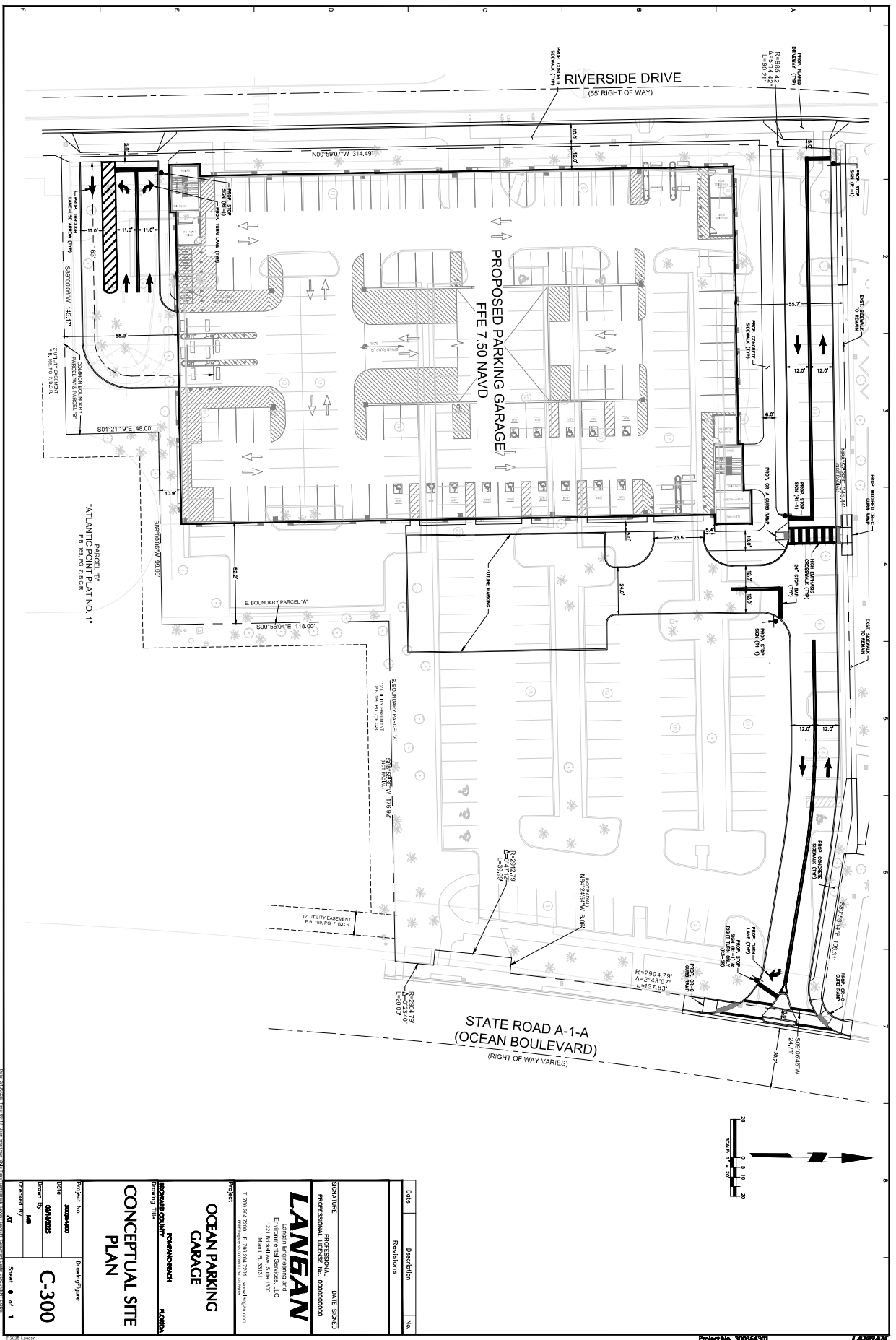
PROPOSED GARAGE DESIGN
PRECEDENTS DESIGNS

6



 Pompano Beach DB Oceanside Parking Garage
City of Pompano Beach
125 N Riverside Dr.
Pompano Beach, FL 33062



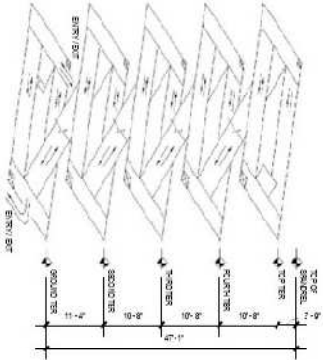


PROPOSED GARAGE DESIGN
SITE PLAN



PARKING SPACE TABULATION						
GARAGE LEVEL	STANDARD	ELECTRIC	ADA	ADA VAN	TOTAL	
TOT FLOOR	150	0	0	0	150	
FOURTH	154	0	0	0	154	
THIRD	154	0	0	0	154	
SECOND	154	0	0	0	154	
GROUND	77	4	13	2	96	
TOTAL SPACES	709	4	13	2	728	

- DESIGN SUMMARY
- 5 TIER (GROUND + 4 SUPPORTED LEVELS)
 - 3 EAY TWO WAY SINGLE-THREAD HEUX
 - 30 DEG. PARKING + TWO-WAY TRAFFIC, TYP.
 - TYPICAL PARKING SPACE SIZE 9'-0"V X 18'-0" L
 - TYPICAL DRIVE AWE 7'-4.0" FOR TWO-WAY TRAFFIC

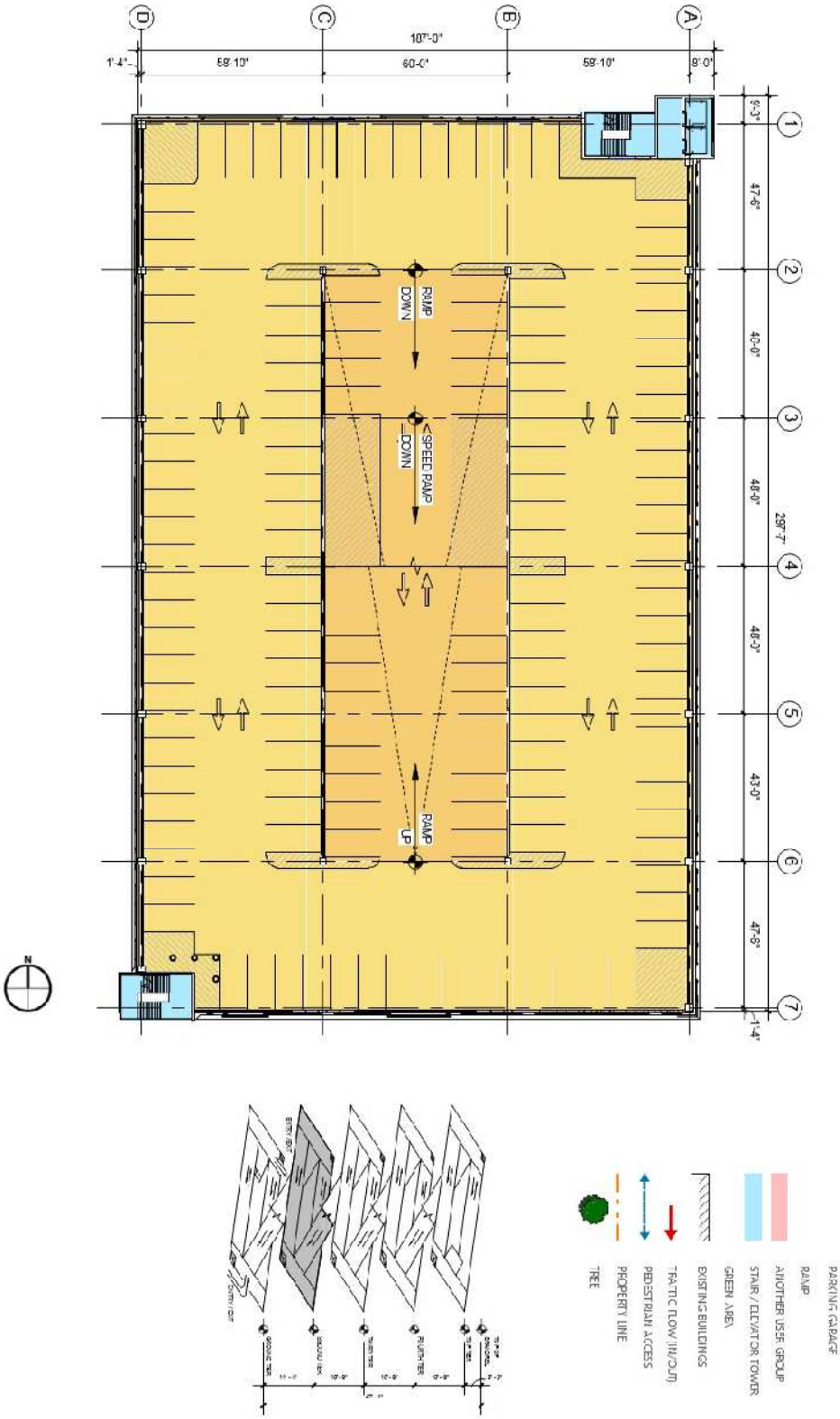


- PARKING GARAGE
- RAMP
- ANCHOR USER GROUP
- STAIR / ELEVATOR TOWER
- GREEN AREA
- EXISTING BUILDINGS
- TRAFFIC FLOW (IN/OUT)
- PEDESTRIAN ACCESS
- PROPERTY LINE
- TREE



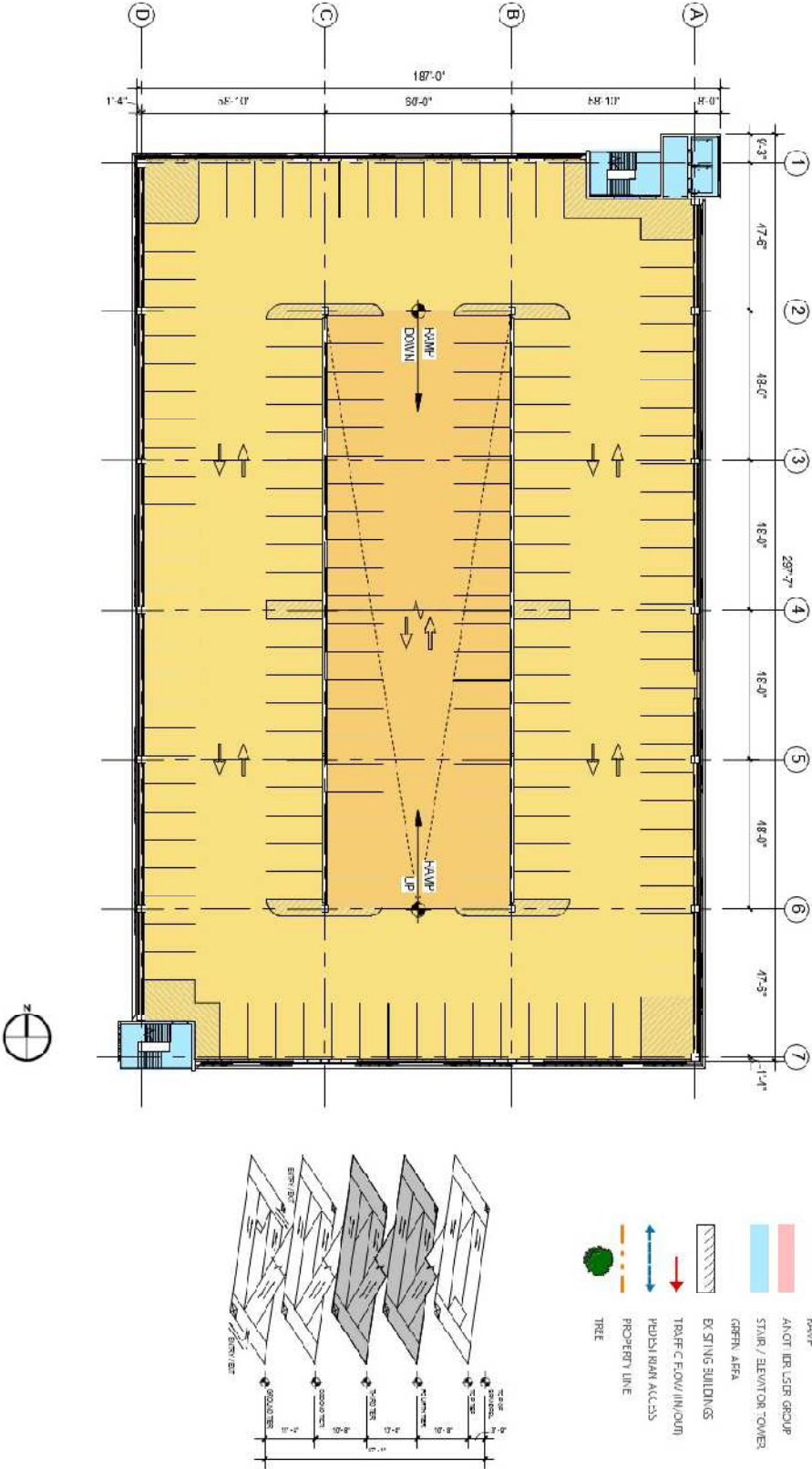
PROPOSED GARAGE DESIGN
2ND TIER PLAN

A2



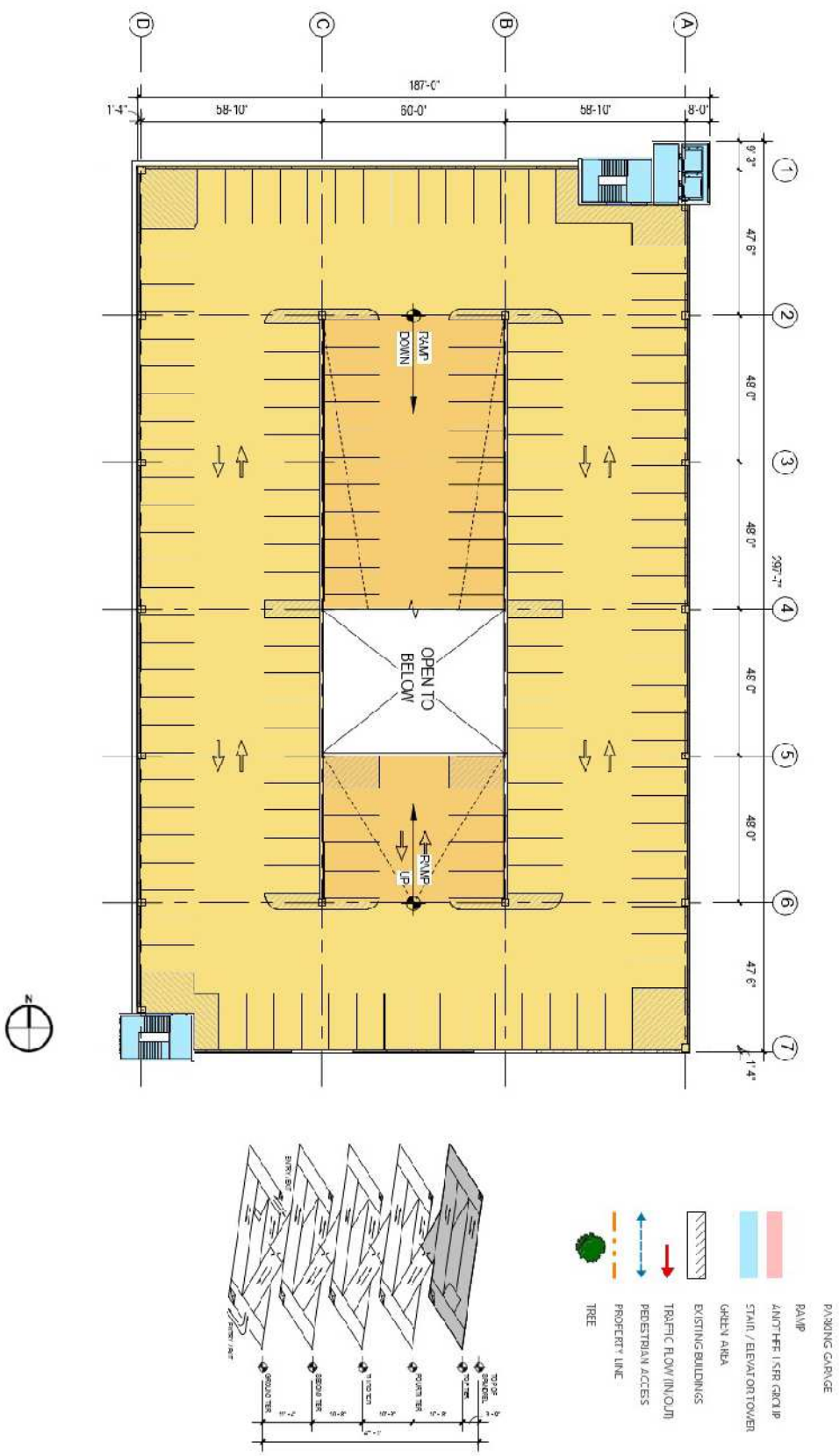
PROPOSED GARAGE DESIGN
3RD & 4TH TIER PLAN

A4



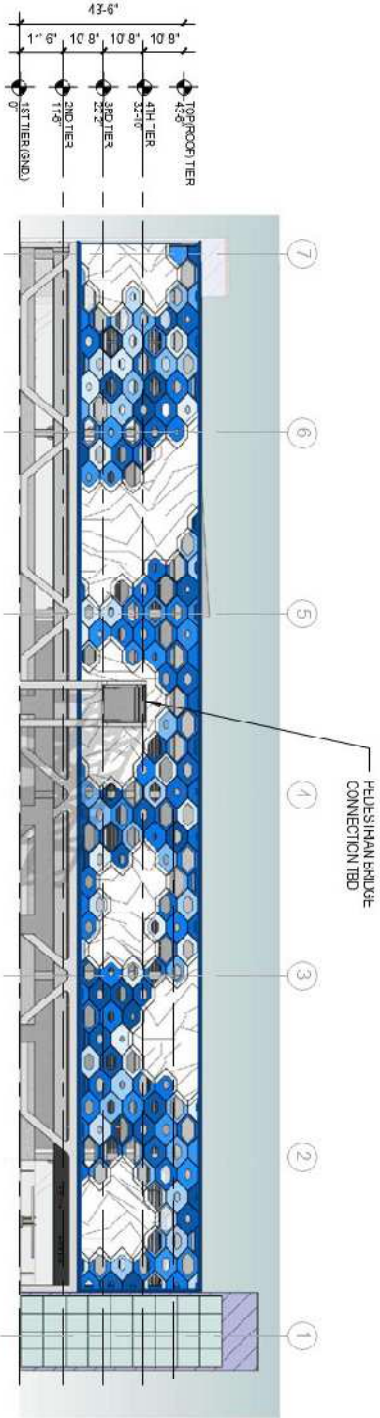
PROPOSED GARAGE DESIGN
TOP TIER PLAN

A5

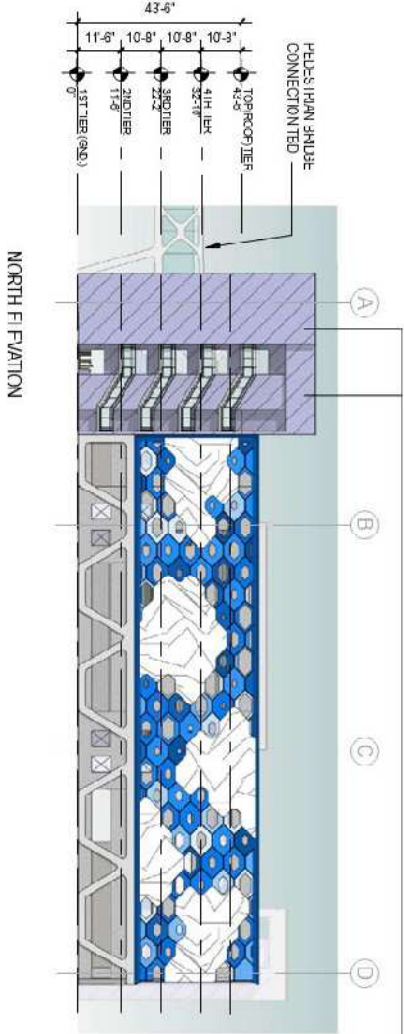


PROPOSED GARAGE DESIGN
BUILDING ELEVATIONS

AG



- MANUAL DESIGN TBD
- PERFORATED METAL PANELS WITH CORAL PATTERN
- PERFORATED METAL PANELS WITH HANDPAINTED CORAL, HEXAGONAL SHAPE WITH VARYING APERTURE SIZES

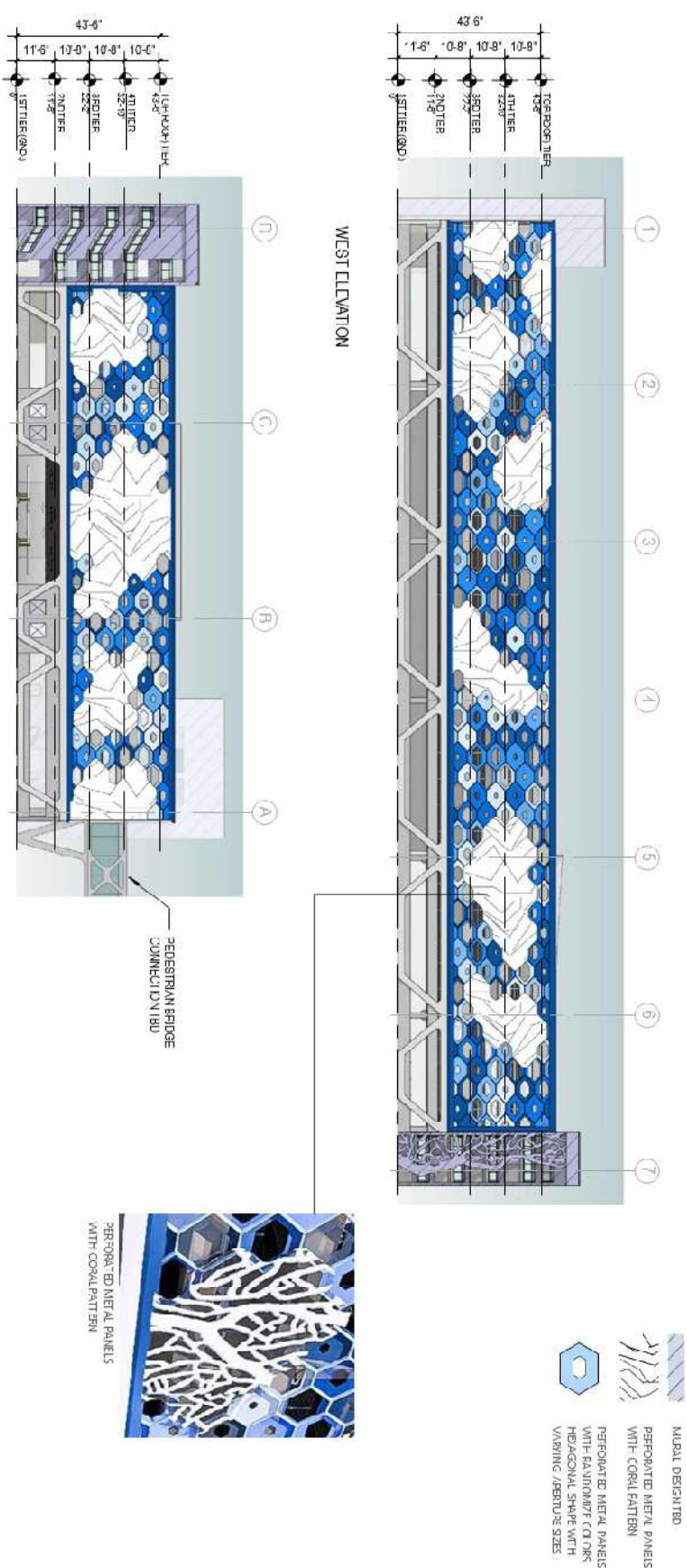


AERIAL DESIGN OPTION TWO



PROPOSED GARAGE DESIGN
BUILDING ELEVATIONS

A7



PROPOSED GARAGE DESIGN

17



pompano beach
City of Pompano Beach
135 N. Riverside Dr.
Pompano Beach, FL 33062

Florida's Seaside Renaissance

THA
THA CONSULTING

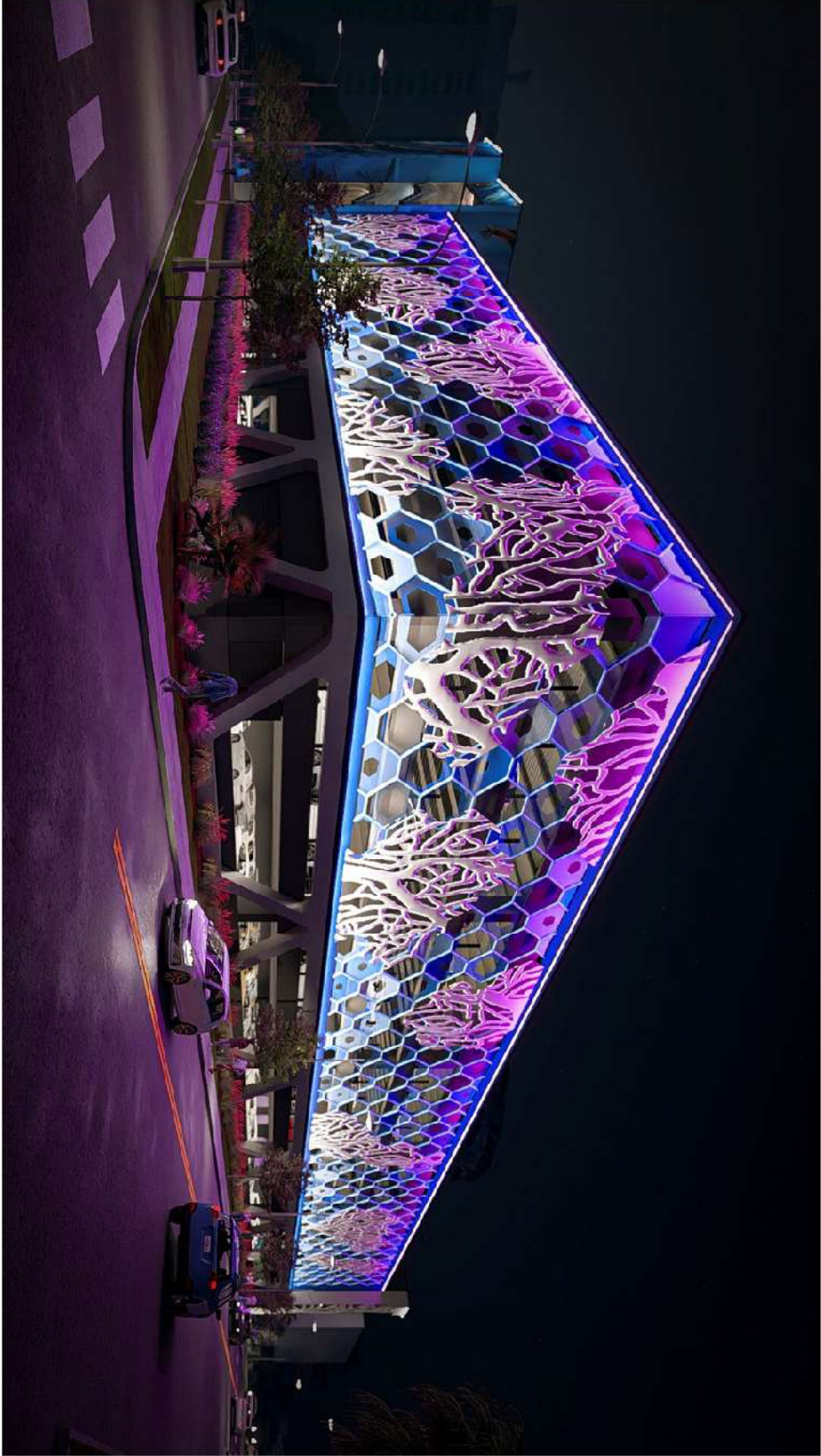


PROPOSED GARAGE DESIGN
LIGHTING OPTION 1

18



PROPOSED GARAGE DESIGN
LIGHTING OPTION 2



pompano beach
City of Pompano Beach
125 N RIVERIDE DR.
POMPANO BEACH, FL 33062

FLORIDA'S NEAREST NEIGHBOR

THA
THA CONSULTING



PROPOSED GARAGE DESIGN



pompano beach
City of Pompano Beach
1.25 N. KINGSIDE LK.
Pompano Beach, FL 33062
FLORIDA'S PREMIER WHITING

THA
THA CONSULTING



PROPOSED GARAGE DESIGN
LIGHTING OPTION 1

2 /



pompano beach
City of Pompano Beach
135 N Riverside Dr.
Pompano Beach, FL 33052
Pride in Our Marine Waters

THA
THA CONSULTING

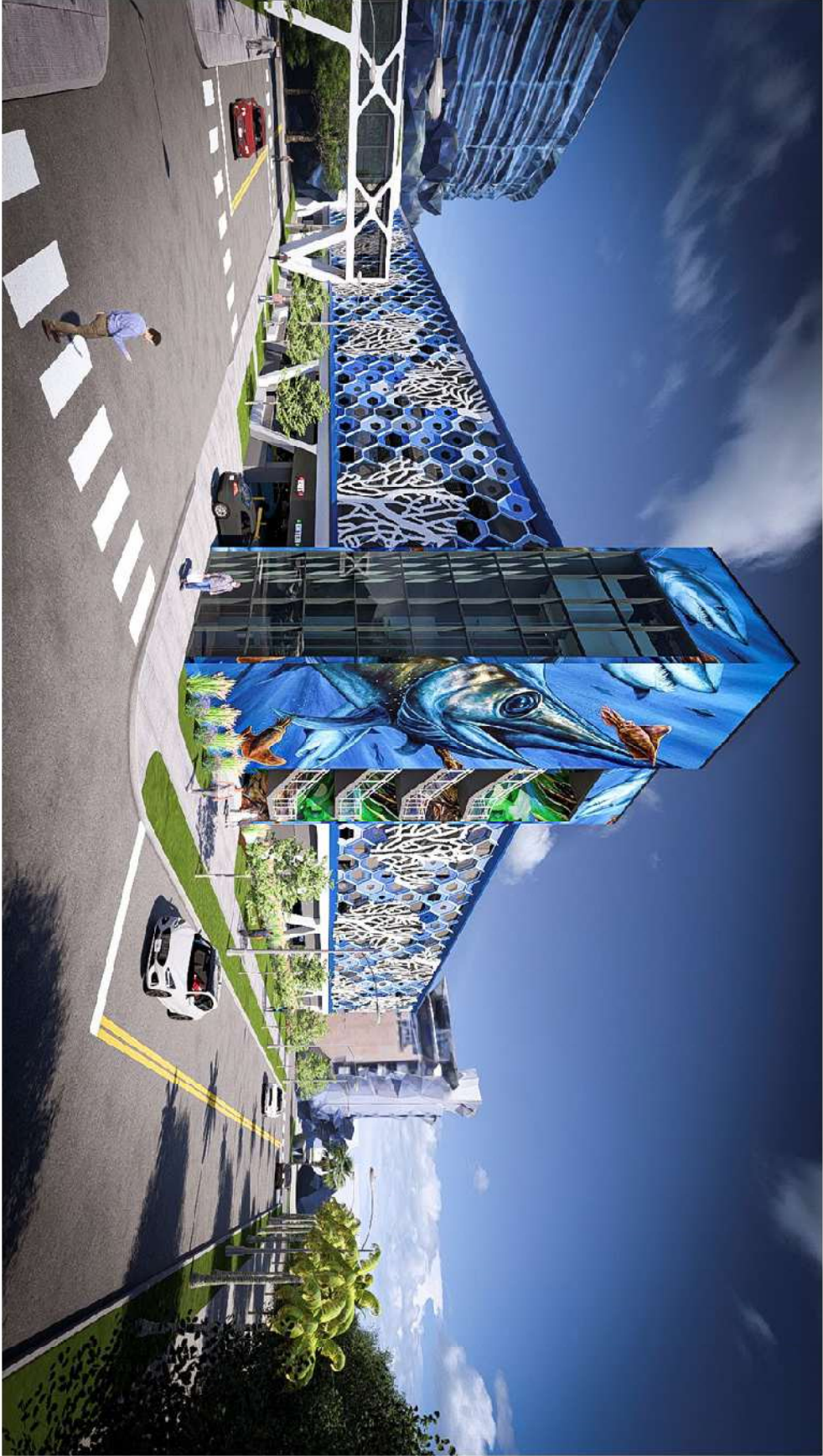


PROPOSED GARAGE DESIGN
LIGHTING OPTION 2



PROPOSED GARAGE DESIGN

29



pompano beach
City of Pompano Beach
135 Haverhill Dr.
Pompano Beach, FL 33062
Palm Beach & Southern Beaches

THA
THA CONSULTING



PROPOSED GARAGE DESIGN
LIGHTING OPTION 1

3.0



pompano beach
City of Pompano Beach
125 N Riverside Dr
Pompano Beach, FL 33052



THA
THA CONSULTING





In analyzing the program requirements of the garage we wanted to provide a very efficient and functional design that provided some flexibility in the circulation. The design is a three (3) parking bay structure with a center ramp and two-way traffic circulation that allows one of the flat bays on either side of the ramp, to have reserved parking. This flexibility allows 1/3 of any level of the garage to have nested parking for certain users, if desired, without interrupting the functional circulation of the other vehicles to each level of the structure.

There are two sets of entry and exit points to the parking area. The main entry/exit point off of Riverside Drive allows for enough off street vehicle stacking area required by zoning. It is designed with a reversible center lane of parking equipment that can be switch for peak demand ingress or egress from the garage. The secondary entry/exit, from within the site, is meant to serve the proposed hotel use to be designed adjacent to the garage. This entry/exit allows vehicles that have checked into the hotel to circulate directly into the garage without having to exit back onto the public street.



TECHNICAL APPROACH

18.2.3





SPECIALIZED PARKING PLANNING AND DESIGN

Given our Team's significant experience on similar projects, we will work collaboratively and creatively with Pompano Beach to plan and design, a facility that complements the desired aesthetic of the area, and will be functionally efficient, convenient, secure, pedestrian friendly, and durable. To accomplish these objectives, we will consider the specific site conditions, the access and egress to the facility, the impacts to adjacent buildings, and the pedestrian experience. We will focus great attention on thinking outside the four walls of the facility, envisioning how the multitude of people using the facility will interact with nearby destinations. We will apply our extensive experience to specific planning and design elements, which include but are not limited to:

- Planning and designing the entrances and exits for appropriate queuing of vehicles and mitigating vehicular impacts to adjacent streets and Pompano requirements
- Siting the facility to maintain vehicular, fire and operational access to the facility.
- Locating the elevators / stairs to provide convenient pedestrian access to adjacent uses as well as code required egress
- Vehicular and pedestrian access to the proposed hotel.
- Locating the facility in a manner that contributes to the area's placemaking and vibrancy.
- Designing for security to ensure a high level of user comfort and safety.
- Planning for safe pedestrian paths within the garage and connections to adjacent destinations.
- Incorporating the ability to operate any required nested areas for valet.
- Developing attractive and intuitive signage, wayfinding, and branding tailored to the garage's location, and intended users.
- Developing an iconic façade design that meets Pompano Beach approval, enhances the area, and complements the adjacent area.

The THA team will review any conceptual plan, related to parking structure siting and location on the property, and the development plan for the adjacent parcel to ensure planning and design consistency for the proposed parking structure and the entire project is properly master planned.

ARCHITECTURAL DESIGN

The THA Team understands that the architectural expression of this facility needs to be iconic and contribute to the distinctiveness and character of the area and that it will represent Pompano Beach for decades to come. Accordingly, we will take great care to design a façade that compliments the appeal of the area while respecting the technical parameters of good facility design. Our team enthusiastically approaches the architectural design of the facility with the understanding that this facility will be a lasting first impression to Pompano Beach and that it must aesthetically represent the character of the area, inside and out. It is our intent to provide a facility that integrates with its surroundings, is high-class design, and contributes to the area's sense of place. To effectively convey our design intent to Pompano Beach, THA has developed top quality architectural exhibits such as 3D architectural colored renderings, elevations, and materials to express the design and architectural intent for the project.



COMMITMENT TO SUSTAINABILITY

THA has a commitment to sustainability and is dedicated to utilizing sustainable design practices in our projects. We understand the necessity and benefits of incorporating sustainable design strategies and technologies into this parking facility. We will work with Pompano Beach's project team to identify, evaluate, and implement the most appropriate and cost-effective sustainability features into the design and construction of the garage. We have identified several possible sustainability opportunities for this project to limit its impact on the environment, while also helping to reduce costs with efficient technologies including:

- Photovoltaic Arrays- THA can design economic provisions to accept in the future
- Priority parking for low-emitting and fuel-efficient vehicles
- Priority parking for carpools
- Charging stations for electric vehicles and tire inflation stations
- Energy efficient lighting
- Pto cell receptors, timers, and computerized controllers and/or dimmers, to reduce energy demands.
- Storm water management and mitigation
- Energy efficient glazing materials
- Recycled, reused and regional materials, when possible, during construction.

Our company's staff played a pivotal role in the development of the Green Garage Certification Program, known as Parksmart under the U.S. Green Building Council, and we have in our scope of services provided a specific Add Alternate scope and fee allowance should Pompano Beach seek to pursue Parksmart Certification for the garage through this solicitation.

USER COMFORT - SAFETY AND SECURITY

Critical to the successful design of the parking structures is user comfort, safety, and security. Our design approach to every parking facility is focused on user comfort and security using both passive and active security design measures. Passive security is based on Crime Prevention through Environmental Design (CPTED) concepts to improve safety and security through design features. If desired, active security measures include the use of CCTV, emergency blue phones, intercoms, etc. Our team will work with Pompano Beach to ensure the garage is designed with appropriate security design features.

Passive security considerations are those integrated into the design of parking structures to maximize safety and security. Passive design features include:

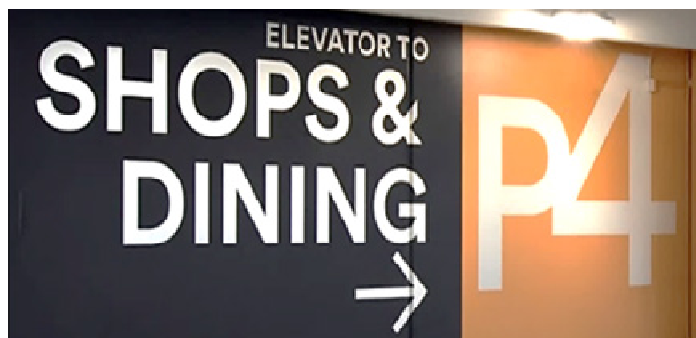
- Maximize visibility, sight lines and openness.
- Increased lighting levels
- Glass backed elevator towers and open stairs
- Floor to ceiling heights for sense of "openness"
- Minimize placement of interior walls/shear walls
- Access control
- Safe and inviting appearance.

Active security, if desired, entails systems and accessories added to the garage once constructed. This shall be coordinated with Pompano Beach and the security vendor:

- CCTV
- Emergency phone systems
- Intercoms and panic buttons
- Blue light system
- Security gates
- Effective signage

BRANDING, SIGNAGE, AND WAYFINDING

Parking facility signage and wayfinding is often the first visual representation of the parking facility. As such, the signage system should clearly and attractively provide effective information and directions for parkers and pedestrians to find their way around the parking facility and communicate important information. In addition to standard wayfinding and signage, THA will work with Pompano Beach to incorporate opportunities to graphically brand this facility in a manner that adds appeal and vibrancy, communicates the distinctive nature of the project, and that is consistent with a selected branding approach for the facility. Our team will develop a clear and attractive signage package to direct users to the garage and how to efficiently circulate throughout it.



PARKING FACILITY OPERATIONS

The THA Team consists of parking specialists with hands-on private and municipal parking management experience who regularly analyze parking operations. We will utilize this experience, as well as our expertise in parking equipment and technologies, to assist Pompano Beach with the identification and implementation of the preferred Parking Access and Revenue Control System (PARCS). Selecting the appropriate technology will optimize user-comfort, maximize revenues, and reduce maintenance and management costs.

QUALITY CONTROL

Our approach to cost control and quality focuses on minimizing, and even eliminating, the need for additional services. Through our quality review process and proactive communication approach project planning, we seek to comprehensively anticipate the project's needs and incorporate them into our scope of services and design. Our firm has been successful in designing parking structures by working closely with project team members to implement details that are proven and cost-effective.

Most importantly, all our designs emphasize quality control of the work we produce. We perform internal peer and quality control reviews of our work during each design phase to make sure that design documents are comprehensive. Our approach to both cost and schedule control on each project rests on our commitment to quality through the life of a project. Quality begins at the very onset of the project, by listening, understanding, and then re-stating our client's needs.

Our team ensures that the Client and all project team members are on the same page at the outset and have a formal "Quality Implementation Process" where all drawings and specifications will be reviewed and facilitated. This process includes the following documents and processes for each project, from start to finish:

- Project Manager Guidelines and Procedures, all PM's must follow for the project
- Project Checklist Manual, for each phase of design and construction
- Risk Mitigation Identification, for potential project risks
- Project Quality Submission Form, completed for each submission after review
- Design Criteria Confirmation Sheet captures all key decisions, per discipline
- Internal Advisory Meetings, are scheduled for all disciplines, with key staff
- Weekly In-House Meetings, to assure compliance to the process requirements
- Internal Quality Reviews, are conducted two (2) weeks prior to submission
- Lessons Learned Meetings, conducted after each phase of completion and CA



RISK ASSESSMENT & MANAGEMENT

Early in the project, it is important to identify potential project risks so the Client is informed, and the project team can formulate a plan accordingly. Potential project risks include, but are not limited to:

Market Conditions/Supply Chain: Potential schedule and pricing impacts related to supply chain issues. We will evaluate this up front and inform Client of any preliminary actions. Long lead items will be determined up front, such as precast concrete, elevators, etc., so that a plan and schedule can be developed to assure that Pompano Beach maintains its desired project schedule.

Permitting Process/Schedule: Considerations such as the permitting process, AHJ reviews, stakeholder reviews, etc. Early interfacing with review agencies and stakeholders and the understanding of AHJ commitments and review processes is critical to the project. THA will work with the Client and the civil engineer to identify and include in the Design Criteria Package the schedule of meetings that will be necessary to expeditiously advance the project.

Site/Subsurface Conditions: Our firm has reviewed the provided Geotech report and upon project award will immediately interface with the geotechnical engineer to expedite any further subsurface exploration, gain an understanding of the subsurface conditions, determine any early site related issues, and review foundation alternatives with consideration of cost and schedule. Any environmental and other below grade obstructions and issues will also be identified as soon as possible.

Utilities: The project will require coordination with all local utility providers to ensure that the proposed structures minimize the impact to existing infrastructures and that the project is able to connect to the utilities while maintaining the standards of each provider. This coordination will be another early action item to ensure project schedule integrity.





PROJECT MANAGEMENT

Given this project's significance and schedule, it must be managed efficiently, responsively and in accordance with the processes, standards, and overall expectations. At THA, our commitment to project team members, Pompano Beach, and to effective project management is what sets us apart. For this project, we have assigned an outstanding team that will work creatively, efficiently, and collaboratively with Pompano Beach and the Design/Build team to ensure the project's success.

Understanding that both technical ability and project management execution is very important on this project, the implementation of the actions listed below will lead to ultimate Pompano Beach satisfaction:

- First and foremost, the proposed project staff promised to the project will be intact and allocated throughout the project duration. Maintaining the project team is an integral part of the successful completion of this project.
- The team shall have a clear understanding of schedule and expectations on behalf of Pompano Beach and align with the schedule and deliverables.
- THA conducts Advisory Meetings for the following three (3) areas, to assure that all expertise within the firm is tapped to arrive at the best possible solutions:
 - Functional design specific to the site
 - Architectural and branding documentation.
 - Structural Design
- Project workload and internal project staffing reviews are conducted on a weekly basis in-house to ensure that the flow of work meets expectations in terms of schedule.
- Project schedule monitoring on a weekly basis to assure that the expected pace of work is maintained.



The THA team will ensure that throughout the project there is efficient and responsive communication and meetings, that project milestones are met, and that consultants and internal staff are well coordinated and providing deliverables on schedule. Ultimately, our understanding of the importance of this project, our project management capabilities provides us the highest confidence that we will satisfy or exceed the project management objectives and guidelines.



RESILIENCY

18.2.4





An attractive parking garage design that deteriorates prematurely and creates a maintenance burden to Pompano Beach is not acceptable!

Parking structures are unique facilities, designed to withstand extremely harsh conditions including temperature extremes, water infiltration, thermal expansion and contraction, and vehicular traffic. A parking structure that is not properly designed and maintained will experience detrimental consequences including structural deficiencies, premature concrete deterioration, and even user safety hazards.

Our expert knowledge in garage structural engineering and design enables our engineers to design the most durable garage and to assist Pompano Beach with parking structure maintenance programs into the future.

In addition, THA will perform an "11 month walk through" of the garage with Pompano Beach and Design/Build team to review the facility for any construction related deficiencies that should be addressed prior to workmanship warranty expiration.

As for some project specific items to increase the resiliency we have included Corrosion-Inhibiting Admixture in all pre-cast members. All pre-cast connections will be done with welded galvanized steel and a detailed quality inspection process to verify all connections have been properly touched up will be implemented. The decorative aluminum wrap around the exterior will include a Kynar pre-finish coating to withstand the salt air, high humidity and direct sunlight. We will also make sure all mechanical rooms will be properly conditioned to minimize the humidity issues, and all fire sprinkler piping will be fully painted to prevent corrosion and non-corrosive finishes on sprinkler heads. This is just a few items we have already considered and included in our proposal.



ENVIRONMENTAL COMPLIANCE

Whiting-Turner has not received any
Environmental citations or violations.



PROJECT TIMELINE

18.2.6



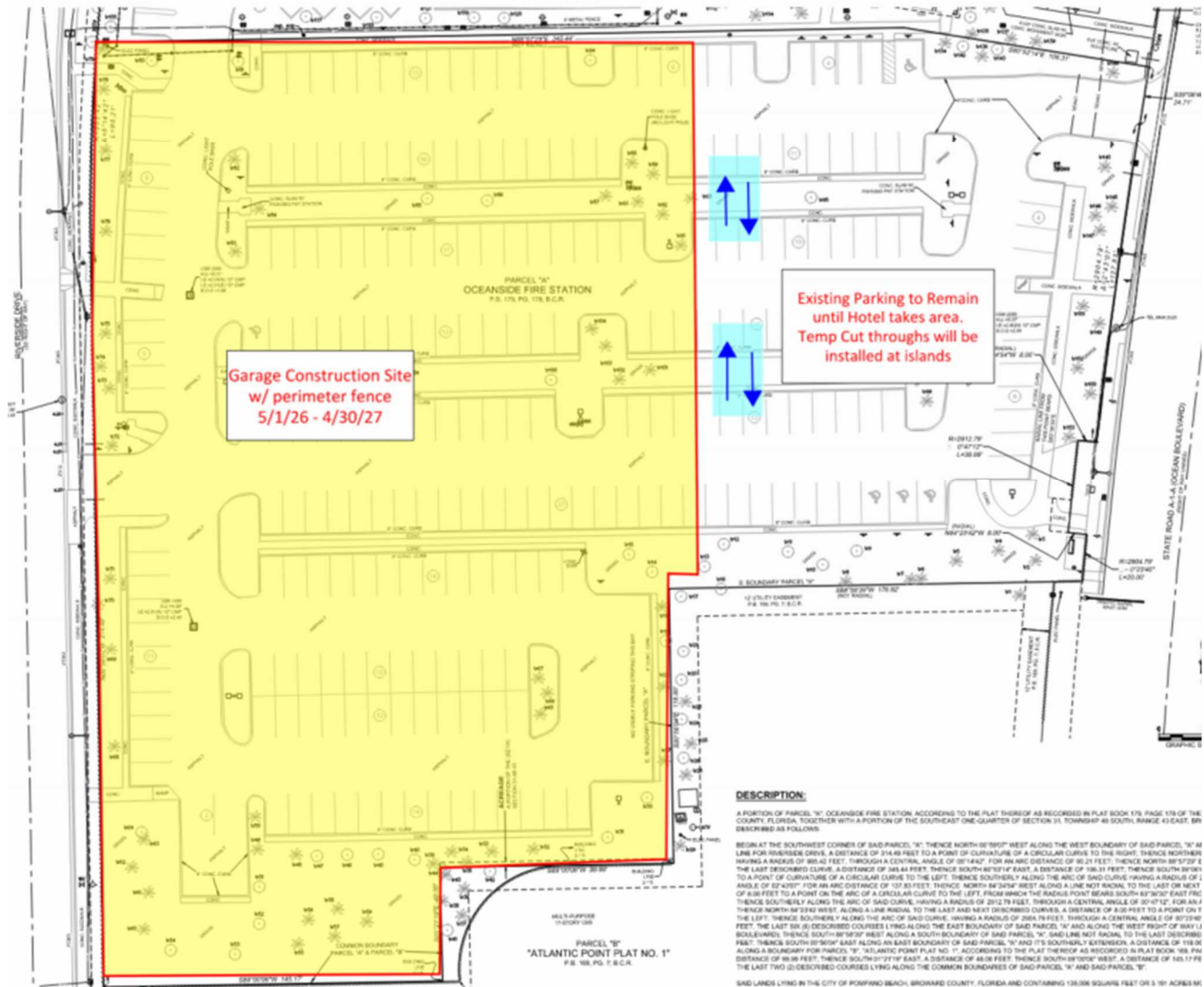
Oceanside Parking Garage

Project Timeline

Drawing Package ID (i.e. 50%DD or 75% CD)	Process Description	Dates
	Project Kick-Off	3/20/2025
Schematic	Issue Schematic Design for Owner Review/Comment	4/20/25 & 5/20/25
Schematic	DRC Submission	6/13/2025
	DRC Review/Comment	
Schematic (w/comments)	DRC Re-Submission	7/25/2025
	DRC Resubmission Review/Approval	
Design Development	AAC Submission	8/29/2025
	AAC Review/Comment	
DD (w/ comments)	AAC Re-Submission	10/15/2025
	AAC Re-Submission Review/Approval	
50% Constr. Doc.	P&Z Submission	11/15/2025
WT Finalize GMP		10/16/25 - 11/19/25
City of Pompano Beach Obtain Funding for Construction		11/20/25 - 12/19/25
	P&Z Review/Approval	
100% Constr. Doc.	Building Permit Submission	1/9/2026
	Building Permit Review/Comment	
100% Constr. Doc. (w/ comments)	Building Permit Re-Submission	3/6/2026
	Building Permit Re-Submission Review/Approval	
Issued for Construction	Building Permit Issued	4/15/2026
	Construction Start	5/1/2026
	Project Complete	4/30/2027



PARKING PLAN TIMELINE DURING CONSTRUCTION





SCHEDULE

18.2.7



Activity ID	Activity Name	OD	Start	Finish	2025												2026												2027																				
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O												
Design-Build Services Oceanside Parking Garage 700 Car 1					563	20-Feb-25				30-Apr-27																																							
MILESTONES					563	20-Feb-25				30-Apr-27																																							
Preconstruction Milestones					290	20-Feb-25				15-Apr-26																																							
WT.MST.120	RFP Due	0		20-Feb-25																																													
WT.MST.320	Issue Contract to WT	15	21-Feb-25	13-Mar-25																																													
WT.MST.105	Contract Executed	0		13-Mar-25																																													
WT.MST.330	WT Proceed with Design	5	14-Mar-25	20-Mar-25																																													
WT.MST.360	Design Duration (Work Days)	195	01-Apr-25	09-Jan-26																																													
WT.MST.375	Schematic Design Complete/ DRC Submission	0		13-Jun-25																																													
WT.MST.1560	Design Development Complete/AAC Submission	0		28-Aug-25																																													
WT.MST.1280	GMP/Pricing Duration (Work Days)	55	16-Oct-25	07-Jan-26																																													
WT.MST.1570	50% Construction Design Complete/PS&Z Submission	0		14-Nov-25																																													
WT.MST.1270	Full GMP Approved	0		07-Jan-26																																													
WT.MST.1590	100% Construction Design Complete/Bulking Permit Submission	0		09-Jan-26																																													
WT.MST.980	Permitting Duration (Work Days)	67	12-Jan-26	15-Apr-26																																													
WT.MST.155	Bulking Permitting Complete	0		15-Apr-26																																													
Construction Milestones					252	01-May-26				30-Apr-27																																							
WT.MST.340	Start Construction	0	01-May-26																																														
WT.MST.350	Construction Duration (Work Days)	252	01-May-26	30-Apr-27																																													
WT.MST.1530	Auger Cast Piles Complete	0		08-Jul-26																																													
WT.MST.1540	Foundations Complete	0		29-Jul-26																																													
WT.MST.1430	Precast Structure Complete (Top Out)	0		05-Nov-26																																													
WT.MST.1440	Cladding Complete	0		07-Jan-27																																													
WT.MST.1200	Power On	0		21-Jan-27																																													
WT.MST.1550	Elevator Complete	0		18-Feb-27																																													
WT.MST.125	Substantial Completion/CO	0		30-Apr-27*																																													

2025																												2026												2027											
F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O																			
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P6 Project ID Pompano Beach PG

Data Date: 20-Feb-25



Design-Build Services Oceanside Parking Garage 700 Car Precast

Date Printed 1.7-Feb-25

Activity ID	Activity Name	OD	Start	Finish
Design-Build Services Oceanside Parking Garage 700 C.				
MILESTONES		573	20-Feb-25	28-May-27
		563	20-Feb-25	30-Apr-27
Preconstruction Milestones				
WTMS1:120	RFP Due	0	20-Feb-25	15-Apr-26
WTMS1:320	Issue Contract to WT	15	21-Feb-25	13-Mar-25
WTMS1:105	Contract/ Executed	0		13-Mar-25
WTMS1:330	WT Proceed with Design	5	14-Mar-25	20-Mar-25
WTMS1:360	Design Duration (Work Days)	195	01-Apr-25	09-Jan-26
WTMS1:375	Schematic Design Complete/ DRC Submission	0		13-Jun-25
WTMS1:1560	Design Development Complete/AAC Submission	0		28-Aug-25
WTMS1:1280	GA/Pricing Duration (Work Days)	55	16-Oct-25	07-Jan-26
WTMS1:1570	50% Construction Design Complete/PR2 Submission	0		14-Nov-25
WTMS1:1270	Full GMP Approved	0		07-Jan-26
WTMS1:1590	100% Construction Design Complete/Building Permit Submission	0		09-Jan-26
WTMS1:3980	Permitting Duration (Work Days)	67	12-Jan-26	15-Apr-26
WTMS1:155	Building Permitting Complete	0		15-Apr-26
Construction Milestones				
WTMS1:340	Start Construction	0	01-May-26	30-Apr-27
WTMS1:350	Construction Duration (Work Days)	252	01-May-26	30-Apr-27
WTMS1:1530	Auger Cast Piles Complete	0		08-Jul-26
WTMS1:1540	Foundations Complete	0		29-Jul-26
WTMS1:1430	Precast Structure Complete (Top Out)	0		05-Nov-26
WTMS1:1440	Claadding Complete	0		07-Jan-27
WTMS1:1200	Power On	0		21-Jan-27
WTMS1:1550	Elevator Complete	0		18-Feb-27
WTMS1:125	Substantial Completion/CO	0		30-Apr-27
DESIGN/PERMITTING				
Schematic Design Package		262	01-Apr-25	15-Apr-26
WTMS1:305	Schematic Design	40	01-Apr-25	22-Aug-25
WTMS1:365	Issue Schematic Design for Intern Review	0		30-Apr-25

Remaining Level of Effort

Planned Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

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Po Project ID Pompano Beach PG
Data Date: 20-Feb-25



Design-Build Services Oceanside Parking Garage 700 Car Precast

Date Printed 17-Feb-25

Activity ID	Activity Name	OD	Start	Finish
WTJMS11670	Issue Schematic Design For Review/Comment	0	28-May-25	
WTJMS11640	Schematic Design Owner Review/Comment	12	29-May-25	13-Jun-25
WTJMS11630	DRC Submission	0	13-Jun-25	
WTJMS11620	DRC Review/Comment	20	16-Jun-25	14-Jul-25
WTJMS11650	Revise & Resubmit DRC Submission	9	15-Jul-25	25-Jul-25
WTJMS11680	DRC Resubmission Review & Approval	20	28-Jul-25	22-Aug-25
Design Development Package				
WTJMS1316	Design Development	33	15-Jul-25	26-Aug-25
WTJMS1385	AAC Submission	0	28-Aug-25	
WTJMS1395	AAC Review/Comment	20	29-Aug-25	26-Sep-25
WTJMS1405	AAC Re-Submission	13	29-Sep-25	15-Oct-25
WTJMS1415	AAC Re-Submission Review/Approval	20	16-Oct-25	12-Nov-25
Construction Documents Package				
WTJMS1355	50% Const Documents	22	16-Oct-25	14-Nov-25
WTJMS1425	P&Z Submission	0	14-Nov-25	
WTJMS1435	P&Z Review/Approval	20	17-Nov-25	16-Dec-25
WTJMS1445	100% Const Documents	15	17-Dec-25	09-Jan-26
WTJMS1455	Building Permit Review/Comment	40	12-Jan-26	06-Mar-26
WTJMS1465	Building Permit Resubmission	7	09-Mar-26	17-Apr-26
WTJMS1475	Building Permit Re-Submission Review/Approval	20	18-Mar-26	15-Apr-26
PRECONSTRUCTION				
Full GMP		240	16-Oct-25	29-Sep-26
WTJMS11230	Soil Pricing	55	16-Oct-25	07-Jan-26
WTJMS11250	Complete GMP	20	16-Oct-25	12-Nov-25
WTJMS11280	Review GMP/Obtain Funding	5	13-Nov-25	19-Nov-25
WTJMS11680	Execute GMP	20	20-Nov-25	19-Dec-25
Auger Cast Piles				
WTJMS1215	Award Auger Cast Piles	45	08-Jan-26	11-Mar-26
WTJMS1245	Auger Cast Pile Shop Drawings	5	08-Jan-26	14-Jan-26
WTJMS1255	Auger Cast Pile Shop Drawing Approval	15	15-Jan-26	04-Feb-26
WTJMS1255	Auger Cast Pile Shop Drawing Approval	5	05-Feb-26	11-Feb-26

Remaining Level of Effort

Planned Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

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P6 Project ID Pompano Beach PG

Data Date: 20-Feb-25



WT WHITING-TURNER				Design-Build Services Oceanside Parking Garage 700 Car Precast												Date Printed 17-Feb-25																					
Activity ID	Activity Name	OD	Start	Finish																																	
					2025							2026							2027																		
					F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D	J	F	M	A	M	J	Jul	A	S	Oct
WTJAS T265	Procure Test Pile Material	5	12-Feb-26	18-Feb-26																																	
WTJAS T275	Procure Production Pile Material	20	12-Feb-26	11-Mar-26																																	
WTJAS T285	Place Test Pile	5	19-Feb-26	25-Feb-26																																	
WTJAS T295	Test Pile Validation Report	5	26-Feb-26	04-Mar-26																																	
Concrete																																					
WTJAS T1340	Award Concrete Contract	30	08-Jan-26	18-Feb-26																																	
WTJAS T1350	Concrete Rebar Shop Drawings	5	09-Jan-26	14-Jan-26																																	
WTJAS T1360	Concrete Rebar Shop Drawings Approval	10	15-Jan-26	21-Jan-26																																	
WTJAS T1370	Procure Rebar	10	22-Jan-26	04-Feb-26																																	
WTJAS T1370	Procure Rebar	10	05-Feb-26	18-Feb-26																																	
Precast Concrete																																					
WTJAS T205	Award Precast Concrete Contract	95	08-Jan-26	21-May-26																																	
WTJAS T205	Award Precast Concrete Contract	5	08-Jan-26	14-Jan-26																																	
WTJAS T330	Precast Shop Drawings	50	15-Jan-26	25-Mar-26																																	
WTJAS T340	Precast Shop Drawings Approval	10	26-Mar-26	08-Apr-26																																	
WTJAS T350	Procure Precast	30	09-Apr-26	21-May-26																																	
CMU																																					
WTJAS T225	Award CMU	50	05-Feb-26	16-Apr-26																																	
WTJAS T225	Award CMU	20	05-Feb-26	04-Mar-26																																	
WTJAS T400	CMU Shop Drawings	10	05-Mar-26	18-Mar-26																																	
WTJAS T410	CMU Shop Drawings Approval	10	19-Mar-26	01-Apr-26																																	
WTJAS T420	Procure CMU	10	02-Apr-26	16-Apr-26																																	
Cladding																																					
WTJAS T1380	Award Cladding	125	05-Feb-26	03-Aug-26																																	
WTJAS T1380	Award Cladding	15	05-Feb-26	25-Feb-26																																	
WTJAS T1390	Cladding Shop Drawings	30	26-Mar-26	07-May-26																																	
WTJAS T1400	Cladding Shop Drawings Approval	10	08-May-26	21-May-26																																	
WTJAS T1290	Fabricate Cladding	50	22-May-26	03-Aug-26																																	
Elevator																																					
WTJAS T800	Award Elevator	145	08-Jan-26	03-Aug-26																																	
WTJAS T800	Award Elevator	15	08-Jan-26	28-Jan-26																																	
WTJAS T810	Submit Elevator Shop Drawings	20	29-Jan-26	25-Feb-26																																	
WTJAS T820	Approve Elevator Shop Drawings	10	26-Feb-26	11-Mar-26																																	
WTJAS T830	Fabricate Elevator	100	12-Mar-26	03-Aug-26																																	
Misc Finishes																																					
		75	08-Jan-26	23-Apr-26																																	

Remaining Level of Effort

Planned Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

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P6 Project ID Pompano Beach PG

Data Date: 20-Feb-25





Design-Build Services Oceanside Parking Garage 700 Car Precast

Date Printed 17-Feb-25

Activity ID	Activity Name	OD	Start	Finish												
					2025						2026					
					F	M	A	M	J	Jun	A	S	Oct	N	D	J
WTJAS T240	Award Misc Finishes	20	08-Jan-26	04-Feb-26												 Award Misc Finishes
WTJAS T250	Submit Misc Finishes Shop Drawings	15	05-Feb-26	25-Feb-26												 Submit Misc Finishes Shop Drawings
WTJAS T260	Approve Misc Finishes Shop Drawings	10	26-Feb-26	11-Mar-26												 Approve Misc Finishes Shop Drawings
WTJAS T270	Fabricate Misc Finishes	30	12-Mar-26	23-Apr-26												 Fabricate Misc Finishes
Electrical		185	08-Jan-26	29-Sep-26												
	Award Electrical Lighting Contract	15	08-Jan-26	28-Jan-26												 Award Electrical Lighting Contract
	Electrical Panels Shop Drawings	10	29-Jan-26	11-Feb-26												 Electrical Panels Shop Drawings
	Misc Electrical & Lighting Shop Drawings	10	29-Jan-26	11-Feb-26												 Misc Electrical & Lighting Shop Drawings
	Electrical Panels Shop Drawing Approvals	10	12-Feb-26	25-Feb-26												 Electrical Panels Shop Drawing Approvals
WTJAS T200	Misc Electrical & Lighting Shop Drawings Approval	10	12-Feb-26	25-Feb-26												 Misc Electrical & Lighting Shop Drawings Approval
WTJAS T480	Procure Panels	150	26-Feb-26	29-Sep-26												 Procure Panels
WTJAS T310	Procure Misc Electrical & Lighting	20	26-Feb-26	25-Mar-26												 Procure Misc Electrical & Lighting
Fire Suppression		52	08-Jan-26	20-Mar-26												
	Award Fire Suppression	2	08-Jan-26	09-Jan-26												 Award Fire Suppression
	Submit Fire Suppression Shop Drawings	10	12-Jan-26	23-Jan-26												 Submit Fire Suppression Shop Drawings
	Approve Fire Suppression Shop Drawings	5	26-Jan-26	30-Jan-26												 Approve Fire Suppression Shop Drawings
WTJAS T220	Fabricate Fire Suppression Shop Drawings	35	02-Feb-26	20-Mar-26												 Fabricate Fire Suppression Shop Drawings
CONSTRUCTION					223											
Site Prep & Foundations					73											
WTJAS T370	Mobilize	11	16-Apr-26	30-Apr-26												 Mobilize
WTJAS T1030	Above Surface Demo	15	01-May-26	21-May-26												 Above Surface Demo
WTJAS T390	Clear & Grub Site	5	22-May-26	29-May-26												 Clear & Grub Site
WTJAS T1020	Grade and Balance Site	7	01-Jun-26	09-Jun-26												 Grade and Balance Site
WTJAS T1040	Pile Production Piles -225 16" Piles @ 12 Piles/Day	20	10-Jun-26	08-Jul-26												 Pile Production Piles -225 16" Piles @ 12 Piles/Day
WTJAS T1050	FRP Pile Caps, Grade Beams & Foundations	15	09-Jul-26	29-Jul-26												 FRP Pile Caps, Grade Beams & Foundations
Precast Structure					85											
WTJAS T1000	Pile Precast South to North	50	30-Jul-26	08-Oct-26												 Pile Precast South to North
WTJAS T1420	Precast Walkout	50	13-Aug-26	22-Oct-26												 Precast Walkout
WTJAS T1520	Wastpours	50	27-Aug-26	05-Nov-26												 Wastpours
WTJAS T1190	Pile Slab on Grade	5	20-Nov-26	30-Nov-26												 Pile slab on Grade





Design-Build Services Oceanside Parking Garage 700 Car Precast

Date Printed 17-Feb-25

Activity ID	Activity Name	OD	Start	Finish																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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Remaining Level of Effort

Planned Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

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P6 Project ID Pompano Beach PG

Print Date: 20-Feb-25





Whiting-Turner and THA will coordinate a project kick-off meeting with Pompano Beach to confirm the program requirements for the parking facility to further understand all site constraints, existing conditions, and obtain all existing site information. We will coordinate a project schedule as it relates to Pompano Beach's requirements outlining anticipated timeframes for the preparation of the construction documents and specifications, bidding, permitting, and construction (See proposed schedule). We will coordinate project monitoring and reporting including regular meetings to update Pompano Beach staff on the status of the project and maintain the project schedule, coordinate any outstanding items, and discuss any questions or issues regarding the facility planning, due diligence, and design. The Design/Build Team will take minutes to define action items which we will be shared shortly after each meeting. We anticipate that we will meet virtually every two (2) weeks with Pompano Beach to update the status of the project and maintain the project schedule, coordinate any outstanding items, and discuss any questions or issues regarding the study. We envision meeting in-person periodically at Pompano Beach's request, to undertake project meetings.

As Whiting-Turner is ultimately responsible to you for the design, the design team, lead by THA Consulting as both the Engineer and Architect of Record, will be under the direct supervision of Whiting-Turner.

Whiting-Turner will continuously monitor the design for constructability, adherence to design intent and overall budget. The success of a design-build project depends on the open communication between all team members. One of the benefits of design-build is the ability to rely on the creativity and experience of every team member. With a positive commitment to achieve previously determined project goals, the costs are controlled while value is built in.

To emphasize our commitment, Whiting-Turner conducts regularly scheduled design meetings with our team members to make sure the objectives are being completed. As the design progresses, our construction team will perform a constructability reviews which will allow our design-build team to openly discuss details and methodology that will certify the design proposed can be constructed within budget and on schedule.

By developing this seamless transition from design to construction, it allows the project to benefit from cost savings through an efficient design, timely completion through realistic construction techniques and a top-quality project.

- Overall design management principles include:
- Communicating clearly and consistently.
- Setting realistic goals and monitoring them regularly.
- Developing real schedules and expecting real results.
- Reliable decision making.
- Exceeding expectations.

At the various design milestones, Whiting-Turner will update our initial estimate to verify the project is still within budget. These estimates will incorporate input from the subcontractors as well as our team's combined database of historical pricing. These progress estimates will allow the team to understand and control costs and, if necessary, make adjustments during design. It is important to note that Whiting-Turner will be actively involved in design team meetings to provide constructability and value engineering input, as well as verify that the developing design reflects assumptions made in preparing the initial cost estimate.

Whiting-Turner will evaluate the extent to which we will incorporate design-assist services from key subcontractors. Our experience with design-assist subcontractors is that it is best to bring them on-board as early as possible to get the most value out of their experience and expertise. Bringing key subcontractors onto the team early in design will benefit the project in the following ways:

- Coordinated design and fabrication models.
- Collaborative review and control of cost, schedules and real-time market forces feedback (materials and manpower).
- Early creation, collaboration and coordination of submittals for the design team, concurrent with the creation of construction phase documents.

We have experience selecting and integrating design-assist subcontractors into the design and construction process. We have found the use of design-assist subcontractors can be very effective in adding value to the following efforts:

- Enhanced preconstruction.
- Earlier cost certainty/better cost reliability.
- Better construction documents.
- Value engineering input.
- Sustainability feedback.
- Quicker approval of shop drawings/models.
- Increased prefabrication.

From prior experience utilizing the design-assist approach, we have all the tools in-hand to select the right partners and manage them through the preconstruction process.

Whiting-Turner and THA Consulting have the experience to look at individual design-build activities not as mere stand-alone functions, but as an interrelated effort. Whether through informal meetings or formal partnering, our first task will be to determine what we can do to best perform for the City of Pompano Beach.

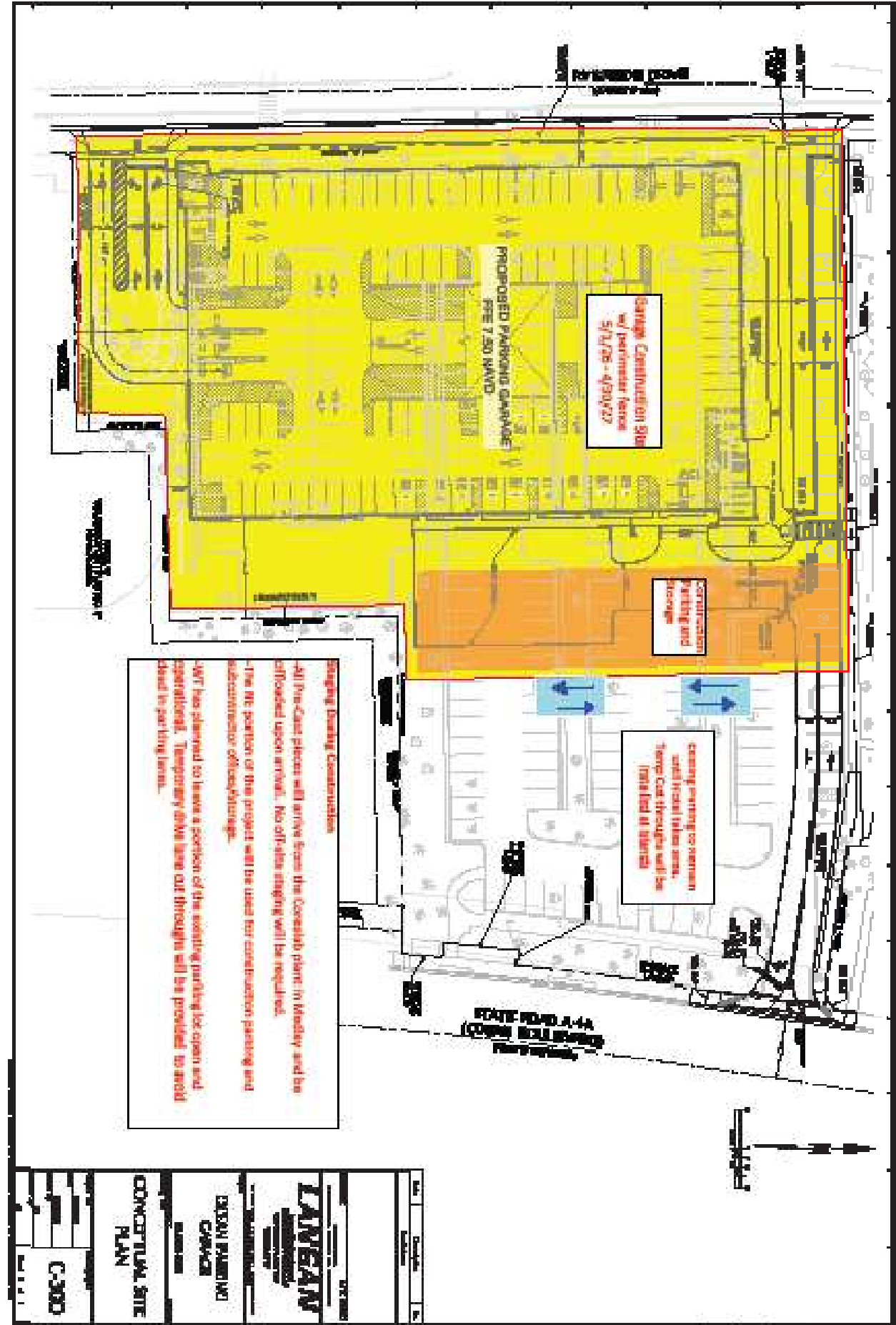




STAGING DURING CONSTRUCTION

18.2.9







FINANCIAL IMPACT

18.3



THE WHITING-TURNER CONTRACTING COMPANY

Oceanside Parking Garage

 Garage Site Development	\$1,966,164
 Drive Through Lane A1A-Riverside	\$468,100
 Parking Garage (Base Price)	\$16,241,965
Decorative Wrap and Exterior Upgrades	\$6,851,250
Future Bridge	Not Included
Design/Consulting Fee's - Design Phase (4/1/25-11/19/25)	\$986,000
WT General Conditions - Design Phase (4/1/25-11/19/25)	\$137,000
Design/Consulting Fee's - Construction Admin	\$174,000
WT General Conditions - Construction	\$1,605,516
Building Permit, Impact & Connection Fees	\$697,436
FPL Design & Installation Allowance	\$150,000
Threshold Inspection	\$60,000
Materials Testing	\$35,000
Cost Escalation thru May 2027	\$466,906
Subcontractor Bonding	\$352,469
WT Gen'l Liability Ins	\$347,206
WT Payment & Performance Bond	\$152,695
Builder's Risk Insurance	\$230,188
WT Fee	\$1,236,876
TOTAL:	\$32,158,771

Alternates

Parking Guidance System - Single Space System	\$445,000
Parking Guidance System - Level by Level	TBD
Deduct if Garage doesn't require Full Sprinkler system	-\$385,350
Deduct if Fire Pump isn't required	-\$68,250



Oceanside Parking Garage
 Pompano Beach, FL


The Whiting-Turner Contracting Company

Site Development - Detailed Budget						
Description	QTY	Unit	Unit Price	Projected Cost	Total	Comments
01- General Requirements						
Construction Fence	2,000	LF	\$ 15.00	\$30,000.00		
Construction Gates	4	EA	\$ 2,500.00	\$10,000.00		
Construction Signage	1	LS	\$ 10,000.00	\$10,000.00		
Temp water	1	LS	\$ 15,000.00	\$15,000.00		
Temp electric	1	LS	\$ 25,000.00	\$25,000.00		
Temp toilets	4	MOS	\$ 2,500.00	\$10,000.00		Coastal Waste
Dumpsters	10	PULLS	\$ 1,050.00	\$10,500.00		Coastal Waste
Dust Control/Sweeping	1	LS	\$ 20,000.00	\$20,000.00		
Survey/Layout	1	LS	\$ 55,000.00	\$55,000.00		
Locate existing utilities (GPR)	1	LS	\$ 30,000.00	\$30,000.00		
Gate guard	4	MOS	\$ 8,500.00	\$34,000.00		
Subtotal:					\$249,500.00	
02- Existing Conditions						
Cut & Cap Exist Water & Power	1	LS	\$ 10,000.00	\$10,000.00		
Erosion Control	1,500	LF	\$ 7.00	\$10,500.00		
Inlet Protection/Cleaning	1	LS	\$ 20,000.00	\$20,000.00		
Strip Existing Asphalt & haul offsite	7,333	SY	\$ 5.00	\$36,665.00		
Curb removal	2,700	LF	\$ 5.00	\$13,500.00		
Demo Existing Concrete	7,000	SF	\$ 5.00	\$35,000.00		
Clear Green Areas	3,333	SY	\$ 3.00	\$9,999.00		
Demo Trees - Large Canopy	18	EA	\$ 1,500.00	\$27,000.00		
Relocate Existing Palms (On-Site)	25	EA	\$ 1,200.00	\$30,000.00		
Tree Protection - Exist to Remain	25	EA	\$ 500.00	\$12,500.00		
Remove landscaping	1	LS	\$ 10,000.00	\$10,000.00		
Remove site light poles & bases	5	EA	\$ 2,000.00	\$10,000.00		
Demo Storm lines	300	LF	\$ 75.00	\$22,500.00		
Demo Storm structures	2	EA	\$ 3,000.00	\$6,000.00		
Subtotal:					\$253,664.00	Jackson Land Devlp
26 - Site Electrical						
FPL Primary	100	LF	\$ 300.00	\$30,000.00		
Landscape Lighting - Tree Uplights	1	LS	\$ 75,000.00	\$75,000.00		
NewSite Light Poles	4	EA	\$ 15,000.00	\$60,000.00		
Subtotal:					\$165,000.00	Fine Line Electric
31 - Sitework						
Grading existing subbase as required	10,000	SY	\$ 3.00	\$30,000.00		
Garage pad prep	7,500	SY	\$ 3.00	\$22,500.00		
Garage pad fill Import	1,600	CY	\$ 25.00	\$40,000.00		
Crane Road/Pad for Pre-Caster	1,000	SY	\$ 25.00	\$25,000.00		
Dewatering						
Dewatering Plan Consultant/Permitting	1	LS	\$ 15,000.00	\$15,000.00		
57 Stone at Base of Ftngs	20	TR	\$ 850.00	\$17,000.00		
Pumps & Tanks Rental	3	MO	\$ 15,000.00	\$45,000.00		
Testing/BMPs	3	MO	\$ 5,000.00	\$15,000.00		
Drainage Wells	3	EA	\$ 50,000.00	\$150,000.00		
Drainage Well Structures	3	EA	\$ 8,000.00	\$24,000.00		
18" Storm Line	350	LF	\$ 200.00	\$70,000.00		
24" Storm Line	100	LF	\$ 250.00	\$25,000.00		
Storm Manhole	3	EA	\$ 6,500.00	\$19,500.00		
Clean new lines before turnover	1	LS	\$ 25,000.00	\$25,000.00		
Tie-in Sanitary	2	EA	\$ 10,000.00	\$20,000.00		
4" Sanitary Line	300	LF	\$ 175.00	\$52,500.00		
Sanitary Manhole	2	EA	\$ 8,000.00	\$16,000.00		
Tap existing water	1	LS	\$ 10,000.00	\$10,000.00		



Pompano Beach, FL



The Whiting-Turner Contracting Company

POMPANO BEACH // RFP25-001 • Oceanside Parking Garage



THE WHITING-TURNER CONTRACTING COMPANY

Oceanside Parking Garage
Pompano Beach, FL

The Whiting-Turner Contracting Company



Drive Lane A1A-Riverside - Detailed Budget						
Description	QTY	Unit	Unit Price	Projected Cost	Total	Comments
01- General Requirements						
Construction Fence	500	LF	\$ 15.00	\$7,500.00		
Construction Gates	1	EA	\$ 2,500.00	\$2,500.00		
Construction Signage	1	LS	\$ 2,500.00	\$2,500.00		
Temp toilets	1	MOS	\$ 2,500.00	\$2,500.00		Coastal Waste
Dumpsters	2	PULLS	\$ 1,050.00	\$2,100.00		Coastal Waste
Dust Control/Sweeping	1	LS	\$ 2,500.00	\$2,500.00		
Survey/Layout	1	LS	\$ 10,000.00	\$10,000.00		
Locate existing utilities (GPR)	1	LS	\$ 10,000.00	\$10,000.00		
Gate guard	1	MOS	\$ 8,500.00	\$8,500.00		
Traffic control/Flagmen	1	MOS	\$ 8,500.00	\$8,500.00		
Subtotal:					\$56,600.00	
02- Existing Conditions						
Erosion Control	500	LF	\$ 7.00	\$3,500.00		
Inlet Protection/Cleaning	1	LS	\$ 5,000.00	\$5,000.00		
Strip Existing Asphalt & haul offsite	1,100	SY	\$ 5.00	\$5,500.00		
Curb removal	600	LF	\$ 5.00	\$3,000.00		
Demo Existing Concrete	500	SF	\$ 5.00	\$2,500.00		
Clear Green Areas	500	SY	\$ 3.00	\$1,500.00		
Demo Trees - Large Canopy	3	EA	\$ 1,500.00	\$4,500.00		
Remove landscaping	1	LS	\$ 5,000.00	\$5,000.00		
Remove site light poles & bases	1	EA	\$ 2,000.00	\$2,000.00		
Subtotal:					\$32,500.00	Jackson Land Devlp
31 - Sitework						
Grading existing subbase as required	2,500	SY	\$ 3.00	\$7,500.00		
18" Storm Line	200	LF	\$ 200.00	\$40,000.00		
Storm Manhole/Inlet Structure	2	EA	\$ 6,500.00	\$13,000.00		
Clean new lines before turnover	1	LS	\$ 10,000.00	\$10,000.00		
New Asphalt (2-1/2")	2,500	SY	\$ 75.00	\$187,500.00		
New SubGrade & Limerock				Inc Above		
Striping & Signage	1	LS	\$ 15,000.00	\$15,000.00		
New Curb	900	LF	\$ 45.00	\$40,500.00		
Sidewalk	2,000	SF	\$ 10.00	\$20,000.00		
ADA Ramps	4	EA	\$ 3,500.00	\$14,000.00		
Landscape Shrubs & SOD	1,500	SF	\$ 7.00	\$10,500.00		
Landscape Soil Mix	100	CY	\$ 35.00	\$3,500.00		
Trees	10	EA	\$ 1,000.00	\$10,000.00		
Irrigation	1,500	SF	\$ 5.00	\$7,500.00		
Subtotal:					\$379,000.00	Jackson Land Devlp (minus Landscaping)
Grand Total:				\$468,100.00	\$468,100.00	



THE WHITING-TURNER CONTRACTING COMPANY

Oceanside Parking Garage
Pompano Beach, FL

The Whiting-Turner Contracting Company



Parking Garage - Detailed Budget						
Description	QTY	Unit	Unit Price	Projected Cost	Total	Comments
01- General Requirements						
01A- General Requirements						
Small Tools / Equip/Misc Supplies	1	ls	\$20,000.00	\$20,000.00		
Conex Boxes	12	mo	\$350.00	\$4,200.00		
Carpenters/Laborers/Gate Guards						
Gate Guard/Craftsman	8	mo	\$8,500.00	\$68,000.00		
Dust Control /Street Sweepers	1	ls	\$10,000.00	\$10,000.00		
Floor Openings/Safety Inspections	1	ls	\$10,000.00	\$10,000.00		
First Aid	12	mo	\$200.00	\$2,400.00		
Temp Rails/Ramps/Stairs & Ladders	1	LS	\$20,000.00	\$20,000.00		
Temp Fencing/Gates/Relocation				In Site Cost		
Ped Signage/Proj Signs	1	LS	\$5,000.00	\$5,000.00		
Temp Electric Consumption	12	mo	\$2,000.00	\$24,000.00		
Temp Water Service	1	LS	\$2,500.00	\$2,500.00		
Temp Water Consumption	12	mo	\$1,000.00	\$12,000.00		
Sanitary Facilities	12	Mo	\$2,000.00	\$24,000.00		Coastal Waste
Job Equipment Fuel	1	LS	\$5,000.00	\$5,000.00		
Dumpsters / Trash Removal	30	EA	\$1,050.00	\$31,500.00		Coastal Waste
Jobsite Fire Protection	1	LS	\$2,500.00	\$2,500.00		
Survey/Layout	1	LS	\$55,000.00	\$55,000.00		
Daily Cleanup	1	LS	\$35,000.00	\$35,000.00		
Final Cleaning	1	LS	\$25,000.00	\$25,000.00		
Subtotal:					\$356,100.00	
03- Concrete						
03A - Subsurface Foundations (Auger Cast Piles)						
Load Test	1	LS	\$25,000.00	\$25,000.00		
Pile Layout	1	LS	\$20,000.00	\$20,000.00		
Auger Cast Piles (16" dia)	219	EA	\$4,300.00	\$941,700.00		
Pile Cut-Off/Trimming	219	EA	\$100.00	\$21,900.00		
Subtotal:					\$1,008,600.00	
03B- Concrete - Cast in Place						
CIP Footings/Pile Caps/Grade Beams	1400	CY	\$850.00	\$1,190,000.00		
Ramp Retaining Wall	30	CY	\$1,500.00	\$45,000.00		
Slab on Grade (7")	55000	SF	\$12.50	\$687,500.00		
CIP Ftngs at Decorative Pre-Cast Perimeter	95	CY	\$850.00	\$80,750.00		
CIP Footings at Entry Portal	20	CY	\$850.00	\$17,000.00		
Subtotal:					\$2,020,250.00	Ron Kendall, Cemex & Pilot
03C- Concrete - Precast						
Pre-Cast Concrete	219040	SF	\$31.00	\$6,790,240.00		315' x 255' Grade +3
Center Supported Stair	1	LS	\$75,000.00	\$75,000.00		
Integral Colored Concrete Exterior	1	LS	NIC	NIC		
Caulking Pre-Cast to Pre-Cast	1	LS	\$240,000.00	\$240,000.00		Soprema (Supply)
Barrier Cables at Ramps	1	LS	\$85,000.00	\$85,000.00		
Pre-Cast Conc Bollards Upper Levels	20	EA	\$1,500.00	\$30,000.00		
Corrosion Inhibiting Admixture	1	LS	\$125,000.00	\$125,000.00		
Flagman for Precast Trucking In/Out of Staging Area	1	LS	\$25,000.00	\$25,000.00		
Decorative Pre-Cast Exterior - Horizontal	131	CY	\$1,250.00	\$163,750.00		890lf
Ship/Erect Decorative Pre-Cast Exterior - Horizontal	24	EA	\$1,000.00	\$24,000.00		
Decorative Pre-Cast Exterior - Angled/Bottom	185	CY	\$1,250.00	\$231,250.00		
Ship/Erect Decorative Pre-Cast Exterior - Angled/Bottom	46	EA	\$1,000.00	\$46,000.00		
Parking Entry Portal	1	EA	\$85,000.00	\$85,000.00		
Subtotal:					\$7,920,240.00	
04- Masonry						
04A- Masonry						
Masonry	2200	SF	\$25.00	\$55,000.00		Ron Kendall
CMU Infill at Elevator Openings	10	EA	\$1,500.00	\$15,000.00		Ron Kendall
Elevator Operator Time for Infill	1	LS	\$20,000.00	\$20,000.00		
Subtotal:					\$90,000.00	
05- Metals						
05A - Structural and Miscellaneous Metal						
Steel Framing at Elevator Shafts Glazing	1	LS	\$65,000.00	\$65,000.00		
Stair Railings-SW Stair Decorative	175	LF	\$350.00	\$61,250.00		Perforated Metal Panels
Stair Railings-SW Stair Grab Rail	125	LF	\$75.00	\$9,375.00		



THE WHITING-TURNER CONTRACTING COMPANY

Oceanside Parking Garage

Pompano Beach, FL

The Whiting-Turner Contracting Company



Parking Garage - Detailed Budget						
Description	QTY	Unit	Unit Price	Projected Cost	Total	Comments
Stair Railings-NE Stair Decorative	100	LF	\$350.00	\$35,000.00		Perforated Metal Panels
Stair Railings-NE Stair Grab Rail	150	LF	\$75.00	\$11,250.00		
Elevator Canopies Roof Level	1	EA	\$25,000.00	\$25,000.00		
Elev Sep & Hoist Beams	1	LS	\$30,000.00	\$30,000.00		
Pit Ladder/Sump Cober/Roof Ladder/etc.	1	LS	\$10,000.00	\$10,000.00		
Temp Platform for Elev Install	1	LS	\$15,000.00	\$15,000.00		
Pipe Bollards 1st Floor	56	EA	\$750.00	\$42,000.00		
Pipe Guards	1	LS	\$25,000.00	\$25,000.00		
Subtotal:					\$328,875.00	
05B - Decoartive Aluminum & Screening						
Blue Border - Framing/BackingBlue Border	9600	SF	\$50.00	\$480,000.00		Approx 5' surface by 1,920lf
Blue Border Metal Panel	9600	SF	\$60.00	\$576,000.00		
Hex Aluminum Frame System	6300	LF	\$125.00	\$787,500.00		
Perforated Metal Panel Infill	7800	SF	\$125.00	\$975,000.00		
Coral Design Patterns	9600	SF	\$200.00	\$1,920,000.00		
Support Structure/Connections	32000	SF	\$25.00	\$800,000.00		
Coral Pattern at SW Stair	750	SF	\$200.00	\$150,000.00		
Subtotal:					\$5,688,500.00	
07- Thermal and Moisture Protection						
07A - Caulking & Waterproofing						
Exp Joints, Waterproofing, Misc Caulk	1	LS	\$50,000.00	\$ 50,000.00		
Elevator Pit Waterproofing	1	EA	\$ 15,000.00	\$ 15,000.00		
Traffic Coating	1500	SF	\$ 15.00	\$ 22,500.00		Over Mech/Elect/Office/RR
Subtotal:					\$87,500.00	Soprema (Supply)
07B - Roofing						
Roofing	1500	SF	\$30.00	\$45,000.00		
Misc. Flashing/Coping Caps	1	LS	\$10,000.00	\$10,000.00		
Subtotal:					\$55,000.00	
08- Openings						
08A - Glass and Glazing						
Glass & Glazing at Elevator Shaft	900	SF	\$135.00	\$121,500.00		
Glass Tint	900	SF	\$10.00	\$9,000.00		
Subtotal:					\$130,500.00	Miller Glass
08B - Doors, Frames & Hardware						
Doors, Frames, HW	6	EA	\$5,500.00	\$33,000.00		
Subtotal:					\$33,000.00	
09- Finishes						
09C - Wall Finishes						
Paint Underside of Double T's				Excluded		
Sand Blast Exterior Columns & Spandrels	35000	SF	\$2.00	\$70,000.00		Mid South Paint
Paint Interior Columns/Shearwalls/LiteWalls/etc.	20000	SF	\$2.00	\$40,000.00		Mid South Paint
Paint Sprinkler Piping	4	LVS	\$20,000.00	\$80,000.00		Mid South Paint
Paint PreCast Decorative Beams				Inc as Integral Colored Concrete		
Graphics	1	LS	\$40,000.00	\$40,000.00		
Murals by ConnectedByWater						
Center Support Stair - Center Wall	1500	SF	\$50.00	\$75,000.00		
SW Stair Interior	2250	SF	\$50.00	\$112,500.00		
Entry Portal	250	SF	\$50.00	\$12,500.00		
Elevator Shaft Exterior	1750	SF	\$50.00	\$87,500.00		
NE Stair Interior	750	SF	\$50.00	\$37,500.00		
Provide Access (Lifts/Scaffold) for Artist	1	LS	\$25,000.00	\$25,000.00		
Subtotal:					\$580,000.00	
10- Specialties						
10A - Building Specialties						
Trash receptacles	12	EA	\$ 1,500.00	\$18,000.00		



THE WHITING-TURNER CONTRACTING COMPANY

Oceanside Parking Garage
Pompano Beach, FL

The Whiting-Turner Contracting Company



Parking Garage - Detailed Budget						
Description	QTY	Unit	Unit Price	Projected Cost	Total	Comments
Bike Racks	10	EA	\$ 850.00	\$8,500.00		
Striping	1	LS	\$65,000.00	\$65,000.00		
Delineators	1	LS	\$15,000.00	\$15,000.00		
Fire Extinguishers w/ Cabinets	30	EA	\$450.00	\$13,500.00		
Subtotal:					\$120,000.00	
10B - Signage						
Interior Wayfinding	1	LS	\$35,000.00	\$35,000.00		
Headache Bars	2	EA	\$3,000.00	\$6,000.00		
Parking Garage Identity Signs	2	Ea	\$5,000.00	\$10,000.00		
Parking Garage Entry Signs	2	Ea	\$5,000.00	\$10,000.00		
Valet Entry Identity	1	Ea	\$3,500.00	\$3,500.00		
Subtotal:					\$64,500.00	
11- Equipment						
11A - Parking Control Equipment						
Entry Gates	3	EA	\$35,000.00	\$105,000.00		
Exit Gates	4	EA	\$35,000.00	\$140,000.00		
Pay on Foot Station	1	EA	\$25,000.00	\$25,000.00		
Subtotal:					\$270,000.00	Amano McGann Inc.
14- Conveying Systems						
14A - Elevators						
Elevators	10	Stops	\$35,000.00	\$350,000.00		
Glass Back Cabs	2	EA	\$10,000.00	\$20,000.00		
5 Year Service Warranty/Service Agreement				Excluded		
Stainless Steel Wraps @ Openings	10	EA	\$4,000.00	\$40,000.00		
Floor Finishes	220	SF	\$20.00	\$4,400.00		
Subtotal:					\$414,400.00	
21- Fire Suppression						
21A - Fire Protection						
Fully Sprinklered Garage	219000	SF	\$2.25	\$492,750.00		
Fire Pump and Transfer Switch	1	LS	\$65,000.00	\$65,000.00		750 gpm
Increased coverage over (4) EV Chargers on 1st level	1	LS	\$20,000.00	\$20,000.00		
Subtotal:					\$577,750.00	Brother's Fire Protection
22- Plumbing						
22A - Plumbing						
Plumbing System	273800	SF	\$1.25	\$342,250.00		
Drainage				Included		
Hose Bibs				Included		
Sanitary				Included		
Subtotal:					\$342,250.00	
23- HVAC						
23A - HVAC						
HVAC at Office/RR/Machine Rm	3	EA	\$10,000.00	\$30,000.00		
Generator Muffler	1	LS	\$7,500.00	\$7,500.00		
Misc Exhaust Fans	3	EA	\$2,500.00	\$7,500.00		
HVAC Elevator Shaft	1	EA	\$15,000.00	\$15,000.00		
Subtotal:					\$60,000.00	
26- Electrical						
26A - Electrical						
Electrical System	273800	SF	\$7.00	\$1,916,600.00		
LED Lighting				Included		
Lightning Protection	1	LS	\$30,000.00	\$30,000.00		
Decorative Lighting at Decorative Aluminum Screen	1	LS	\$250,000.00	\$250,000.00		
Emergency Call Boxes	10	EA	\$5,000.00	\$50,000.00		



THE WHITING-TURNER CONTRACTING COMPANY

Oceanside Parking Garage

Pompano Beach, FL



The Whiting-Turner Contracting Company

Parking Garage - Detailed Budget						
Description	QTY	Unit	Unit Price	Projected Cost	Total	Comments
Temp Electrical Service Install	1	LS	\$25,000.00	\$25,000.00		
Perimeter Lighting on Fence	1	LS	\$20,000.00	\$20,000.00		Security Lighting
Temp Power for Elevator Install	1	LS	\$30,000.00	\$30,000.00		
Electric Car Charging Stations - 4 total	4	EA	\$7,500.00	\$30,000.00		
FPLSecondary	1	LS	\$35,000.00	\$35,000.00		
Generator						
Deisel Powered Generator/Transfer Switch, 100 KW	1	LS	\$80,000.00	\$80,000.00		
Subtotal:					\$2,466,600.00	Fine Line Elect
026B - Fire Alarm						
Fire Alarm	273800	SF	\$0.50	\$136,900.00		
Subtotal:					\$136,900.00	Fine Line Elect
026D - CCTV System						
CCTV System	273800	SF	\$1.25	\$342,250.00		
Subtotal:					\$342,250.00	
Grand Total:				\$23,093,215.00	\$23,093,215.00	



1	2	3	4	5	6	7	8	9	10	11	12
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Office/Misc Costs

Office/Misc Cost	\$156,050.00
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		\$1,586,466
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THE WHITING-TURNER CONTRACTING COMPANY

Oceanside Parking Garage
Pompano Beach, FL

BUDGET QUALIFICATIONS

Excludes responsibility in any way for hazardous or contaminated material or conditions. This exclusion applies to asbestos, ground water contamination, buried trash, and other conditions. All costs due to unknown or unforeseen below grade conditions are excluded.
Builder's Risk is included with the following deductible amounts: the standard deductible is \$25,000 per occurrence, the wind deductible is 5% VARATOL (values at risk at times of loss) or \$250k minimum, whichever is higher, and the flood deductible is \$500,000. It is assumed that all deductibles will be covered by owner.
We have reviewed the sample contract provided in the addenda. There are a number of terms and conditions that we will ask you to consider modifying, and this proposal is based upon our mutual agreement with the final contract language.
Includes 5 year (labor & material) leak free warranty.
Proposal includes all cost associated with building permits, impact fees, connection fees and FPL engineering and install fees (assuming power can be obtained from a nearby existing FPL location).
Includes (4) EV Charging Stations on the ground floor
Garage is assumed to be fully sprinklered with a fire pump and emergency generator. A deduct is available if the garage does not require full sprinkler coverage and/or a fire pump.
A complete Parking Revenue system has been included (Maintenance and Software Agreements to be by others).
We propose the following language as it applies to Consequential Damages: With respect to consequential damages arising from this Agreement, the total liability of Design-Build Construction Manager shall not exceed the proceeds available from the insurance coverage in force on behalf of the Design-Build Construction Manager, but in no case less than the insurance limits required to be maintained under the Agreement. Nothing contained herein shall be deemed to limit the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents
The Price and Schedule do not include any impacts for changes in taxes, tariffs or other similar changes in law that are enacted after the date of this Quotation ("Changes"). Contractor shall be entitled to an equitable adjustment in time and money for delays and costs that it can prove it actually incurred directly or indirectly that arise out of or relate to such Changes.
Proposal includes an assumed increase in cost from now through May, 2027 for "normal" material cost escalation.





OTHER REQUIRED DOCUMENTATION

18.5 - 18.5.1 (City Forms)



EXHIBIT A
CITY OF POMPADNO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM
ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE
COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN
THE EBID SYSTEM.**

RFQ Number & Title: **RFP25-001 Oceanside Parking Garage**

Prime Contractor's Name: **The Whiting-Turner Contracting Company**

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Percentage</u>
Amamo McGann Inc. 3650 Park Central Blvd., North Pompano Beach, FL 33064	Elizabeth Clemente 954-290-6514	Furnish & Install Parking Control & Revenue Equipment	0.86%
Brother's Fire Protection 3781 NE 11th Ave Pompano Beach, FL 33064	Remmy Rickel 954-419-9377	Furnish & Install Fire Protection System (Sprinklers, standpipes, fire pump, etc.)	1.84%
Cemex Construction Materials Florida, Inc. 1150 NW 24th Street Pompano Beach, FL 33064	Erika Florez 305-324-8100	Furnish Ready-Mix Concrete	0.98%
Coastal Waste & Recycling 1840 NW 33rd Street Pompano Beach, FL 33064	Michael Chayet 954-304-5914	Construction Waste Roll-Offs and Temporary Construction Bathrooms	0.26%
Fine Line Electric, Inc. 3071 N. Dixie Hwy Pompano Beach, FL 33064	Joe Hummel 561-451-7328	Furnish and install complete electrical system including lightning protection and fire alarm	8.78%
Miller Glass & Glazing 100 Park Central Blvd. South Pompano Beach, FL 33064	Paul Pawloski 954-784-6601	Furnish and install Glass & Glazing Systems (Curtain wall at Elevator Shaft)	0.42%
Pilot Steel Inc. 1950 NW 24th Street Pompano Beach, FL 33064	Ann McClain 954-978-3615	Furnish Rebar and Concrete Accessories	0.64%
Ron Kendall Masonry, Inc. 2641 Hammonville Road Pompano Beach, FL 33068	Jeff Fischer 561-674-2111	Furnish and install CIP Concrete, including Pile Caps, Column Footings, Grade Beams, Ramp Retaining Walls and Slab on Grade. Furnish and install Conc. Masonry Units (CMU).	5.04%
Soprema Inc. 2900 Center Port Circle Pompano Beach, FL 33064	Ephraim Trujillo 954-218-6071	Supply Caulking, Traffic Coating Waterproofing & Roofing Materials	0.38%
Mid South Painting Inc. 2077 North Powerline Road, Ste #1 Pompano Beach, FL 33069	Richard Lindo 954-732-6734	Furnish & Install Painting Services	0.60%
Jackson Land Development LLC 1888 NW 21st St Pompano Beach, FL 33069	Lane Berg 954-319-6952	Site development, Perform Site Demo, Asphalt Removal, Grading, Import/Export Fill, Furnish & Install Site Utilities (Water, Sewer, Storm), Asphalt & Conc. Paving and Curb & Gutter	5.26%
		Total Percentage of Local Pompano Beach Vendors	25.06%

Whiting-Turner is committed to exceeding the minimum requirements listed in the RFP for Local Vendor usage. We are currently committed to 25% however we will continue to reach out and add to this list once we are awarded the Oceanside Parking Garage project.



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish & Install Parking Control Equipment

Feb 17 2025

(Date)

Amano McGann Inc.
(Name of Local Business Contractor)

3650 Park Central Blvd., North
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY:



(Name) Clive Marshall
Regional Director of Operations



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish and install Fire Protection System

2/17/25
(Date)

Brothers Fire Protection
(Name of Local Business Contractor)

3781 NE 11th Avenue
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

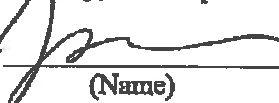
BY 
(Name)



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish Ready-Mix Concrete

02/17/2025
(Date)

Cemex Construction Materials Florida, LLC
(Name of Local Business Contractor)

1150 NW 24th Street
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: ERIKA FLORES 
(Name) Subs Manager



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Construction Waste Roll-Offs and Temporary Construction Bathrooms

2/13/25
(Date)

Coastal Waste & Recycling
(Name of Local Business Contractor)

1840 NW 33rd Street
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Jeremy Saroza
(Name)



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish and install complete electrical system including lightning protection and fire alarm.

2/17/25
(Date)

Fine Line Electric Inc.
(Name of Local Business Contractor)

3071 N. Dixie Hwy
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: JOSEPH HUMMEL PRES
(Name)

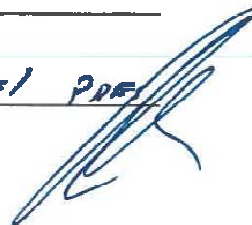


EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish & Install Glass & Glazing

02/14/25
(Date)

Miller Glass & Glazing
(Name of Local Business Contractor)

100 Park Central Blvd. South
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Paul Pawloski
(Name)

I hereby certify that Paul Pawloski is the duly authorized representative of Miller Glass & Glazing, Inc. and that he is the owner and integrity of this document.



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish Rebar and Concrete Accessories

2/14/25
(Date)

Pilot Steel Inc.
(Name of Local Business Contractor)

1950 NW 24th Street
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Ann McClain
(Name)



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish and install all Cast-in-Place concrete, including Pile Caps, Column Footings,

Grade Beams, Ramp Retaining Walls and Slab on Grade.

Furnish and install on Concrete Masonry Units (CMU).

(Date)

Ron Kendall Masonry, Inc.
(Name of Local Business Contractor)

2641 Hammondville Road
(address)

Pompano Beach, FL 33069
(address City, State Zip Code)

BY: Digitally signed by
(Name) Reggie Cook
Date: 2025.02.17
10:16:36 -05'00'



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Supply Caulking, Traffic Coating Waterproofing & Roofing Materials

2/18/2025
(Date)

Soprema Inc.
(Name of Local Business Contractor)

2900 Center Port Circle
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY:  Ephrain Trujillo, District Manager
(Name)



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Furnish & Install Painting Services

2/18/2025
(Date)

Mid South Painting
(Name of Local Business Contractor)

2077 N Powerline Rd. Ste 1
(address)

Pompano Beach, FL 33069
(address City / State Zip Code)

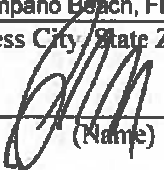
BY: 
(Name)



EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number RFP25-001

TO: The Whiting-Turner Contracting Company
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

 an individual

 X a corporation

 a partnership

 a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Site Development, Performing Site Demo, Asphalt Removal, Grading, Import/Export Fill,

Furnish & Install Site Utilities (Water, Sewer, Storm), Asphalt Paving, Concrete Paving

and Curb & Gutter.

2/19/25
(Date)

Jackson Land Development, LLC
(Name of Local Business Contractor)

1888 NW 21st St.
(address)

Pompano Beach, FL 33069
(address City, State Zip Code)

BY: Richard L. Berg
(Name)



Whiting-Turner will exceed the minimum requirements for Local Vendor Participation so we do not see the need to complete this form.

EXHIBIT "C"
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # 25-001

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.



Whiting-Turner will exceed the minimum requirements for Local Vendor Participation so we do not see the need to complete this form.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RFP # 25-001

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

☐ Yes ☐ No
If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

☐ Yes ☐ No
If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

7. List the SBEs you will utilize and subcontract amount/percentage.





BID BOND

18.5.2



Per the instruction in this RFP, we delivered the original paper copy of our bid bond to the City on 02.19.25. Please see receipt below.

We have also included an electronic version that can be found on the following pages.

	Whiting-Turner Contracting Co 110 East Broward Blvd Suite 2050 Fort Lauderdale FL 33301 USA	PROJECT MANAGEMENT Transmittal No 001

PROJECT RFP 25-001

DATE: 02/19/2025

To: Eric Seier

RE: RFP 25-001 Oceanside Parking Garage - BID BOND

ATTN: City of Pompano Beach

JOB:

WE ARE SENDING:		SUBMITTED FOR:		ACTION TAKEN:	
☐	Shop Drawings	☐	Approval	☐	Approved as Submitted
☐	Letter	☐	Your Use	☐	Approved as Noted
☐	Prints	☒	As Requested	☐	Returned After Loan
☐	Change Order	☐	Review and Comment	☐	Resubmit
☐	Plans	☐		☒	Submit
☐	Samples	SENT VIA:		☐	Returned
☐	Specifications	☐	Attached	☐	Returned for Corrections
☒	Other: Bid Bond	By hand		☐	Due Date:
☐	Submittal:			☐	Other:

Line	Item	Package	Code	Rev.	QTY	Date	Description	Status
1	AIA Document A310				3	02/19/2025	Bid Bond - RFP 25-001	

REMARKS:

CC:

Signed (From):

Matthew Levine

Signed (To):

City of Pompano Beach



AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

The Whiting-Turner Contracting Company
300 East Joppa Road
Baltimore, MD 21286

SURETY:*(Name, legal status and principal place of business)*

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, Illinois 60196-1056

OWNER:*(Name, legal status and address)*

City of Pompano Beach, Florida

BOND AMOUNT: \$ Twenty-five Thousand & 00/100 Dollars (\$25,000.00)

PROJECT:*(Name, location or address, and Project number, if any)*

RFP 25-001

Design-Build Services Oceanside Parking Garage

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(812930934)

1



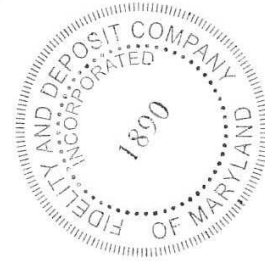
Signed and sealed this 20th day of February, 2025

McKempie D.
(Witness)

May Graka
(Witness)

The Whiting-Turner Contracting Company
(Contractor as Principal) (Seal)
Brian R. Ott **Brian R. Ott**
(Title) **Senior Vice President**

Fidelity and Deposit Company of Maryland
(Surety) (Seal)
Craig Bancroft
(Title) **Craig Bancroft, Attorney-in-Fact**



Init.

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User Notes: (812930934)

2



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stephen M. MUTSCHELLER, Emily BRENNAN, Robert F. WHITE, Gary L. BERGER, R. Nelson OSTER, Craig BANCROFT, Joshua B. HAUSERMAN, William FRANCIK, Jonathan KIBLER, Mary GOSKA, Jamie LAWRENCE, Jennifer SCHIAZZA all of Hunt Valley, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of February, 2025.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2024

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 have ADDITIONAL INSURED provisions or 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 Riggs, Counselman, Michaels & Downes, Inc. 555 Fairmount Avenue Towson MD 21286	CONTACT NAME: Rebecca Gierczak TWT GppAWW PHONE (A/C No., Ext.): 410-339-7263 FAX (A/C No.): 410-339-7234 E-MAIL ADDRESS: whitington.ccertificates@rcmd.com														
INSURED The Whiting - Turner Contracting Company 300 E Joppa Rd Baltimore MD 21286	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Travelers Indemnity Company of Connecticut	25682	INSURER C: Travelers Casualty and Surety Company	19038	INSURER D: Charter Oak Fire Insurance Company	25615	INSURER E:		INSURER F:	
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INSURER D: Charter Oak Fire Insurance Company	25615														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 534921991 **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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			VTC2KCO5788B20AIND24	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Total Aggregate \$ 25,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			VTC2ECAP5788B223TCT24	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D 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	N/A	UB6P9522772425K UB6P9500382425R	8/1/2024 8/1/2024	8/1/2025 8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

.Specimen

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

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ACORD 25 (2016/03)

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Florida's Warmest Welcome
REQUEST FOR PROPOSALS (RFP)

RFP25-001

Design-Build Services Oceanside Parking Garage

Mandatory Pre-Proposal Meeting:

October 30, 2024, 10:00 A.M.

Virtual Zoom Meeting

For access, go to:

**[https://www.pompanobeachfl.gov/
meetings](https://www.pompanobeachfl.gov/meetings)**

RFP OPENING: January 9, 2025, 2:00 P.M.

Virtual Zoom Meeting

For access, go to:

**[https://www.pompanobeachfl.gov/
meetings](https://www.pompanobeachfl.gov/meetings)**

DJ



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October 8, 2024

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-001 - Design-Build Services Oceanside Parking Garage

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Design-Build Services for the Construction of a Parking Garage at 109 N. Ocean Boulevard (A1A), Pompano Beach, FL 33060, also referred to as Oceanside Parking Garage.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net/>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 1—Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)).

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure that the Proposer's bid is in full compliance with all requirements.

RFP25-001

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The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **“Bid”** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms **Bid and Proposal** may be used interchangeably throughout this RFP.
- **“Contract”** means any agreement resulting from this RFP. **Contract** and **Agreement** may be used interchangeably throughout this RFP.
- **“Project”** means all parking garage components for a minimum of 700 cars and all related infrastructure, including certain utilities and connecting roadway.
- **“Project Team”** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **“Proposer”** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP.
- **“Team Member(s)”** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **“Proposal”** means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect the requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will expedite the review process to evaluate the Proposer.

1. Schedule of Events

RFP NUMBER:	RFP25-001
RFP TITLE:	Design-Build Services for the Construction of the Parking Garage at 109 N. Ocean Boulevard
RELEASE DATE:	October 8, 2024
DATE PUBLISHED IN SUN-SENTINEL	October 11, 2024
MANDATORY PRE-PROPOSAL MEETING: VIRTUAL ZOOM MEETING	October 30, 2024, at 10:00 AM
SITE-VISIT	October 31, 2024, at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	December 9, 2024, at 5:00 PM
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	December 19, 2024, at 5:00 PM
RFP RESPONSES DUE DATE/TIME:	January 9, 2025, at 2:00 PM
EVALUATION COMMITTEE MEETINGS	TBD
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

2. Mandatory Pre-Proposal Meeting

The mandatory Pre-Proposal Meeting will be held via Virtual Zoom Meeting on October 30, 2024, at 10:00 a.m. (local). **Attendance at the Pre-Submittal Meeting is mandatory; the City will only consider submittals from firms that were represented at the meeting.** The Zoom link is available on the City's Meetings webpage:
<https://www.pompanobeachfl.gov/meetings>.



3. **Site Visit / Walkthrough.**

A site visit will be held at the project address 109 N. Ocean Boulevard (A1A), Pompano Beach, FL 33060, on October 31, 2024, at 10:00 a.m. (local).

4. **Proposal Submittal Due Date**

The City will receive sealed proposals by 2:00 p.m. (local) on **January 9, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

5. **Questions and Communication**

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before December 9, 2024, 5:00 p.m. ET via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

6. **Project Background**

The City hereby requests proposals to issue a contract to a Design-Build team to provide professional services and construct a new minimum of 700-car Parking garage at 109 N. Ocean Boulevard on the Oceanside site.

The City and CRA have recently invested over \$50 million in revitalizing and modernizing Pompano Beach Boulevard from Atlantic Boulevard to N.E. 5th Street. Furthermore, the City partnered with a master developer to construct a series of restaurants and amenities near the pier, including Oceanic, Beach House, How You Brewin, Cannoli Kitchen, and BurgerFi restaurants, as well as Kilwin's Ice Cream and Alvin's Retail shops. These businesses have blossomed since 2016 and, combined with the Hilton Tru and Home Suites with a rooftop gathering area, have made the beach area a true go-to destination.

As a result, the City's First Parking Garage (the "Pier Garage"), located at the corner of SR A1A and NE 2nd Street, has operated to capacity. The City has determined that to address the need for additional parking on the barrier island, a second public parking garage would provide the number of parking spaces needed to support the city's growth. The goal is to replace the current surface parking area site with a new turnkey multi-level garage with a minimum of 700 parking spaces.

The City intends to partner with a prospective hotel developer to build a hotel next to the garage on the same site in the future. The successful Proposer's team will work closely with a prospective hotel developer, who plans to construct a hotel east of the proposed garage. Firms must consider that the parking garage must be designed to be compatible with and connected to the future hotel, whether connectivity occurs via pedestrian bridges, at-grade driveways, or other designs contemplated by proposers. Should the City be able to engage a prospective hotel developer during the design process will ensure the garage design integrates successfully and to the City and prospective developer's mutual benefit. Should the City not be able to engage a prospective hotel developer during the design process, the City's expectation is that the Proposer has sufficient experience to proceed with a garage design based on the information presented herein.



7. **Design Objectives**

The City is seeking Proposals that will emphasize and prioritize concepts that deliver a parking garage with architecturally iconic or artistic elements that will have a profound and lasting impact on the public and visitors to the area.

In addition to the quality architectural design, the City is seeking a Proposal that addresses neighborhood compatibility, eye-appealing street frontage, pedestrian compatibility, efficient traffic, ingress and egress design, quality materials in construction, and a financially feasible budget for a public parking garage. Proposers may consider conceptual themes that visually integrate into the Barrier Island Community by considering the existing coastal design themes, innovations in parking technology for ease of use by the public, and elements that will enhance the City's vision for the Barrier Island community. The design should also maximize the space within the parameters to provide a minimum of 700 parking spaces. The Design-Build Firm will determine the details of the garage layout and other infrastructure design, subject to the City's review and approval.

8. **Project Site**

The project site is 109 N. Ocean Boulevard (A1A), Pompano Beach, FL 33060, on the Oceanside site, just north of Atlantic Boulevard and directly south of Fire Station 11. The site selected for a second garage is known as the Oceanside site (the "site"). The site is located at 109 N. Ocean Boulevard (aka, SR A1A), and it is currently used as a surface parking facility with 279 spaces. Ideally, the parking garage will be situated along Riverside Drive to allow the future hotel to front A1A.

9. **Team Experience**

The City aims to award this solicitation to an experienced and qualified team to provide the design-build services to complete the project. The successful team must demonstrate experience with similar or like-kind projects that include phased connections between structures (i.e., the hotel and garage). The City expects the selected architect/engineering/construction team to have design experience with garages and mixed-use developments, including parking facilities.

At a minimum, The Proposer's team must include a State of Florida licensed design/build architect, and/or associated engineers and professionals, and/or a State of Florida Licensed General Contractor, as the Project must be certified in full compliance with applicable State of Florida regulations. The proposal must demonstrate the team's experience and background to document the capacity to complete this project successfully for the City. Responsible design professionals within the team shall perform studies, analyses, designs, and calculations. The professionals are expected to design a complete parking garage facility that meets the operational expectations of the various parties involved in the garage. The responsible design professionals of the successful Proposer's team will be required to certify, sign, and seal their respective drawings and specifications.

10. **Project Design/Project Concept/Delivery**

Accordingly, the successful Proposer will provide the Project on a turn-key basis and be responsible for all aspects of the design and construction of the Project. The following are intended to set minimum requirements for various design aspects of the project:

1. The parking garage will ideally be situated along Riverside Drive, allowing a future hotel to front A1A (see Appendix I of Appendix B).
2. The parking structure must be designed to be compatible with and connected to a future hotel next to the garage. The successful Proposer will work closely with a prospective hotel developer and/or City staff.
3. The Parking garage will be constructed using the pre-cast method.
4. It will have one connection to the hotel, most likely on the second floor, which may need



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3. The Parking garage will be constructed using the pre-cast method.
4. It will have one connection to the hotel, most likely on the second floor, which may need



- 7) Site Development (on the garage footprint) or outside the footprint as indicated in the scope of work, including, but not limited to,
- Compacted building pad with utilities to within 5'
 - Sidewalks
 - Landscape
 - Driveway (one connecting A1A and Riverside Drive)
 - Parking
 - Drainage, Water and Sewer connections
- 8) Revenue control systems compatible with current City practices.

12. Scope of Services

The scope of services for this project may include, but is not limited to, the following:

- Provide pre-design consulting services and stakeholder meetings to determine project scope, requirements, values, and community interests.
- Coordinate design activities and site development construction with City staff representing various City Departments. Coordination will include discovering and understanding the type of equipment to use (i.e., elevators, AC units, etc.), preferred locations of stairwells and access points, maximum height, lessons learned from the Pier garage, maintenance plans and operation, and more
- Prepare preliminary parking garage design and design alternative recommendations. This may include various types of modeling, site inspections, surveying, value engineering, and field data analysis.
- Preparation of preliminary project schedules and cost estimates.
- Prepare all required construction documents for the parking garage.
- Prepare all required permit applications and submittal packages for the issuance of all agency permits (e.g., Federal, State, County, and City).
- Provide pre-construction services, construction management/administration, and full construction services for the parking garage and site development.
- Provide project close-out services.

13. Joint Ventures/Single-Purpose Entity

- a) **Joint Ventures Permitted for Proposal Submissions.** For purposes of the Proposal submission and evaluation, the Proposer may form a joint venture entity, and the owner/members of the joint venture shall be deemed to be the Proposer (i.e., the joint venture members with an ownership interest in the joint venture may meet the qualification requirement collectively). ***If the Proposer is a joint venture, the joint venture's Proposal shall contain an executed Proposal Certification Questionnaire and Requirements Affidavit from each of the owner/members of the joint venture participating in the Proposal.*** If awarded the RFP, the ownership interests of each member of the joint venture entity shall be disclosed in any Agreement resulting from this solicitation.
- b) **A Successful Proposer is Required to Create a Single Purpose Entity to Serve as a Contract Entity only if a Joint Venture is contemplated.** The successful Proposer shall be required to, prior to execution of the Agreement, create a single purpose entity (such as a limited liability company) to serve as the entity that enters into the Agreement with the City and shall be the vehicle through which the Proposer raises the capital/equity commitments from investors for the Project, subject to the City's rights in and to the Project. If the successful Proposer is a joint venture entity, and the joint venture entity is not a single purpose entity, the joint venture shall be required to create a single purpose entity to serve as the entity that enters into the Agreement, as applicable.



14. Financial Capabilities

The City aims to hire a team with sufficient financial resources to complete the Project without delays. The proposal must provide sufficient information to verify that the team contractor has the financial capacity to secure bonding adequate to construct the Project.

The proposer must include a letter from the Surety company outlining the contractor's bonding capacity and financial reliability to execute this project.

Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving an award. They shall be written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

15. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

16. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

17. Submission Format Requirements

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will in no way be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.



18. Proposal Requirements

To maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

18.1 PROPOSER'S QUALIFICATIONS AND EXPERIENCE – PART A**18.1.1 Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of the contact person, and the date.

18.1.2 Table of Contents:

Include a clear identification of the material by section and by page.

18.1.3 Letter of Interest:

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's comprehension of the project and a positive commitment to provide the services described herein. (Maximum 2 pages, 8.5" x 11" single-sided)

In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

18.1.4 Understanding of the Project:

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City, the Parking Garage, and the community. (Maximum 10 pages, 8.5" x 11", single-sided).

18.1.5 Organizational Chart:

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services (Maximum 1 page, 8.5" x 11", single-sided).

18.1.6 Principals:

Submit a list of all principals for the Proposer and all key team member companies/firms (the Proposer, builder, key architecture/engineering firm, and companies/firms providing capital or financing). This information is not necessary for sub-contractors of the General Contractor. Include who the City would be entering into an Agreement with and if there are intentions to form any special purpose entity. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

18.1.7 Resumes of Key Personnel:

Provide resumes for key project team members and their associated garage experience, particularly experience with designing and constructing a parking garage in a mixed-use environment within the last 10 years. Experience with a parking garage connecting to and serving a hotel should be highlighted (Maximum 2 pages per individual, 8.5" x 11", single-sided).



18.1.8 Copy of State of Florida Architect, Engineer or another Professional License:

Provide a copy of applicable license(s) for team member(s).

18.1.9 Copy of State of Florida General Contracting License:

Provide a copy of applicable license(s) for team member(s).

18.1.10 Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

18.1.11 Unique Capabilities:

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project (Maximum 2 pages, 8.5" x 11", single-sided).

18.1.12 Statement of Skills and Experience of Project Team:

Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Describe the experience as a garage designer and garage builder. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past ten years) where the team members have performed projects with similar characteristics (Maximum 5 pages, 8.5" x 11", single-sided).

18.1.13 References:

Provide references (no more than 3 from past projects) of garages, preferably of similar size and scope, with adjoining hotel structure designed and constructed by key team members. The successful team must include members from the design and construction fields with garage experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project (Maximum 2 pages, 8.5" x 11", per project reference.)

18.1.14 Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years (Maximum 2 pages, 8.5" x 11" single-sided).

18.1.15 Bonding Capacity:

The proposer must include a letter from the Surety company outlining the contractor's bonding capacity and financial reliability to execute this project. Failure to include a letter from a qualified Surety company will disqualify the proposal.

Performance and Payment bonds, written on the City's forms, shall be submitted with the executed contract by the Proposer receiving an award. They shall be written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award.

18.1.16 Office Locations:

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement



as to whether or not the firm will arrange for a local office during the contract term, if necessary (Maximum 2 pages, 8.5" x 11" single-sided).

18.2 DESIGN, RESILIENCY, STAGING & PROJECT TIMELINE – PART B

18.2.1 Conceptual Design:

Provide conceptual architectural diagrams of the proposed project's floor plans, elevations, and renderings. The conceptual design is expected to further the City's design standards and continue the City's legacy of investment in architecturally significant buildings incorporating artistic elements. The Proposer should contemplate queuing for valet drop-off/pickup on-site.

18.2.2 Programming - Required Parking:

Indicate how the Proposer will comply with parking requirements for the proposed program that will be used to meet the multiuser demands. More specifically, describe how the general public and hotel guests parking will be designated or separated in the design of the parking garage, including specific details on access and function to all parking spaces and users. Note, that the City may not necessarily reserve exclusive spaces for hotel guest use to allow for shared use when the hotel is not at capacity. Include a discussion on when it is expected that the parking garage will be useable by the public based on the project timeline required to be provided as part of the Proposal (Maximum 5 pages, 8.5" x 11", single-sided)

18.2.3 Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed and how their firm proposes to maintain time schedules and cost controls. Emphasis will be placed on the discussion regarding ensuring compatibility and connectivity to a future hotel next to the garage.

18.2.4 Resiliency:

Proposers are encouraged to incorporate green products when available. In addition, provide the Proposer's approach for meeting or exceeding Resiliency Standards aimed at protecting assets against sea level rising impacts, and specify how the Resiliency Standards are incorporated in the Proposer's conceptual design.

18.2.5 Environmental Compliance:

Submit a complete history of all environmental citations, violations, notices, and dispositions. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations.

18.2.6 Project Timeline:

Provide a comprehensive project timeline (subdivided into phases, if necessary) following Contract approval, identifying the estimated length of time to reach milestones, including design completion, commencement of construction (factoring in permitting), completion of construction, and period to be fully operational, and any contingencies that may affect this timeline. Address the specific parking plan timeline and how the disruption and diminution of parking during construction will be mitigated.

Note that the City's ultimate goal is to construct a parking garage by spring 2027. Per the contract terms, the city plans to impose liquidated damages for failure to deliver on time unless delays are reasonable and mutually agreed upon. The City will contemplate incentives for promptly delivering ahead of schedule and on budget, up to 50% of remaining contingency funds, not to exceed 3% of the Project's total cost.

18.2.7 Schedule:

The proposed anticipated project schedule includes contract preparation and approval, a schematic design and negotiation phase, a design drawing and city permitting phase, a construction period, a construction closeout, and a certificate of occupancy.



18.2.8 Coordination:

Describe the ability of the team to coordinate and successfully complete the required building design.

18.2.9 Staging During Construction:

Provide a narrative of how staging during construction would be accomplished for equipment and parking of construction vehicles, how excessive dust would be mitigated, and how disruption to the public will be managed.

18.3 FINANCIAL IMPACT**The Procurement and Contracts staff will evaluate this section.**

Provide an itemized Project Budget/Guaranteed Maximum Price (GMP) for the entire Project, including estimated soft costs (architectural/engineering), construction hard costs, other soft costs, direct costs, pre-opening/working capital, contingency and escalation, artistic/wrap for the garage, and any other unique project costs. Include a separate sub-section to break out the costs associated with the Project.

The lowest proposed Project Budget or Guaranteed Maximum Price will be awarded the maximum points for this section. Every other response will be given points proportionally to the lowest GMP received. This point total will be calculated by dividing the lowest GMP by the following response received and multiplying by the maximum points allotted for the Financial Impact section.

<u>Lowest GMP Proposed</u>		Maximum Allotted		Assigned
Next Proposer's GMP	X	Points	=	Score
Example: $\frac{\$1,650,000}{\$2,000,000}$	(0.825) X	5	=	<u>4.125 points</u>

18.4 LOCAL BUSINESS PROGRAM**The Procurement and Contracts staff will evaluate this section.**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.



TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is **15%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:



1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
 - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

18.5 OTHER REQUIRED DOCUMENTATION

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

18.5.1 City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

18.5.2 Bid Bond:

The Proposal must be accompanied by a Bid Bond (Proposal Bond) issued on a form by a surety satisfactory to the City for \$25,000.00 or in the form of a cashier's check issued to the City of Pompano Beach, Florida.

The Bid Bond of the Successful Proposer will be retained until such Proposer has executed an Agreement and furnished the required contract security (Performance and Payment bonds.) If the Successful Proposer fails to execute and deliver the Agreement and furnish the required contract security within twenty-one (21) calendar days after receipt of the contract documents from the City, the City may annul the contract award, and if this occurs, the Proposal Bond of that Proposer will be forfeited.

18.5.3 Insurance

The insurance described herein reflects the requirements deemed necessary for this contract by the City. This level of insurance does not necessarily have to be in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will speed the review process to determine the most qualified Proposer. The contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the city as an additional insured on a primary basis on all such coverage.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall,



at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
 - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

TYPE OF INSURANCE LIMITS OF LIABILITY

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- XX explosion & collapse
- XX hazard
- XX underground hazard
- XX products/completed bodily injury and property damage combined
- XX operations hazard
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent contractor's personal injury
- XX personal injury
- _____ sexual abuse/molestation
- _____ liquor legal liability

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY:

_____ Comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY: Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate

- XX other than umbrella bodily injury and property damage combined

PROFESSIONAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

- XX professional liability



If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

XX environmental/pollution liability

CYBER LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

_____ Network Security / Privacy Liability

_____ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

_____ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)

_____ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

1. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.
2. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
3. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
4. **Waiver of Subrogation:** Contractor hereby waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.
5. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.
6. Builder Risk insurance is required.

19. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 18 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City deems necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive



20. Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified Design-Build company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Design/Build Services Agreement.

21. Evaluation Process

Procurement and Contracts Department staff will initiate the review of the Proposal's to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Process of this solicitation will be performed in two parts, Part A and Part B. Part A will review the proposer's qualifications and experience, which includes the following sections:

SECTION	18.1 PROPOSER'S QUALIFICATIONS AND EXPERIENCE – PART A
18.1.1	Title page
18.1.2	Table of Contents
18.1.3	Letter of Interest
18.1.4	Understanding of the Project
18.1.5	Organizational Chart
18.1.6	Principals
18.1.7	Resumes of Key Personnel
18.1.8	Copy of State of Florida Architect, Engineer, or another Professional License
18.1.9	Provide a copy of applicable license(s) for team member(s)
18.1.10	Conflicts of Interest
18.1.11	Unique Capabilities
18.1.12	Statement of Skills and Experience of Project Team
18.1.13	References
18.1.14	Litigation
18.1.15	Bonding Capacity
18.1.16	Office Locations

The Evaluation Committee, after reviewing Part A of each proposal, will rank each proposal by ordinal ranking system with a score of "1" assigned to the Proposer deemed most qualified by the Committee Member. A short list of up to five (5) proposers, if five or more proposals are received, comprised of the most qualified Proposers from Part A, shall be invited back to a second Evaluation Committee meeting (Part B), where the shortlisted proposers will make a presentation on the proposer's design, resiliency & project timeline, programming, financial impact, and local business program participation.

The shortlisted Proposers will be evaluated under Part B, independent of the scores and criteria reviewed in Part A.



Evaluation Scoring – Part B:

Procurement and Contracts Department staff will provide the Evaluation Committee with Part B of each proposal (the Financial Impact section will be evaluated by Procurement and Contracts staff and present the scores to the Committee), which includes the following sections:

SECTION NO.	SECTION DESCRIPTION	POINTS
18.2	DESIGN, RESILIENCY, STAGING & PROJECT TIMELINE – PART B	
18.2.1	Conceptual Design	30
18.2.2	Programming - Required Parking	10
18.2.3	Technical Approach	15
18.2.4	Resiliency	5
18.2.5	Environmental Compliance	5
18.2.6	Project Timeline	10
18.2.7	Schedule	10
18.2.8	Coordination	5
18.3	FINANCIAL IMPACT (Procurement and Contracts Department staff will evaluate this Section)	5
18.4	LOCAL BUSINESS PROGRAM (Procurement and Contracts Department staff will evaluate this Section)	5

The Shortlisted Proposals will give a 30-minute presentation to the Evaluation Committee members, followed by a Question-and-Answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer from the Part B process will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

Tie Breaker:

In case where there is a tie for the highest-ranked proposers in Part B, the recommendations shall be made by giving preference to the following items in this order:

1. Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
2. Local Business Program Participation
3. Closest Proximity/Location to Project site
4. Coin Toss

Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

Committee's Recommendations:

The Evaluation Committee may recommend rejecting any proposals or awarding the Design-Build Services Oceanside Parking Garage for the construction of a parking garage at 109 N. Ocean Boulevard to the highest-ranked proposal.



A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the Part B highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive proposer if it chooses to do so. Each ranked responsive Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

22. Negotiations:

Following the Part B Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

23. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.



24. Funding

The City has the funding available on hand for the design of the Project. However, the City will fund the construction of the garage through debt issuance and with existing funds towards the award for the design services as part of the design-build contract. The construction funds will not be available until the debt is issued and approved by the City once the design is complete. The City shall reserve the right to terminate the design-build agreement if the City is unable to issue debt, the City disagrees on the final Guaranteed Maximum Price (GMP) with the design-build contractor or any other reasonable circumstances that preclude the City from moving forward with the project.

25. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

26. Observance of Laws

The Proposer is expected to be familiar with and comply with all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

27. Environmental Regulations

The City reserves the right to consider the Proposer's history of citations or violations of environmental regulations in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

28. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

29. Retention of Records and Right to Access

During the term of the contract, the selected Proposers shall maintain all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected Proposers must comply with recommendations for changes, additions, or deletions by the City's Internal Auditor. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports,



and records relating to this contract. The selected Proposers shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after the final payment under the contract.

30. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

31. Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

32. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

33. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.



34. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

35. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, Proposer's staff assigned to this project at any time. Background checks may be required.

36. Contract Terms

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

37. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

38. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

39. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

40. Manner of Performance

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license,



permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

41. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

42. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

43. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

44. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

**Director of Procurement and Contracts, City of Pompano Beach
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060**

45. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.



46. Standard Provisions**a. Governing Law**

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

b. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug-Free Workplace

The selected firm(s) must verify that they will operate a “Drug-Free Workplace” as outlined in Florida Statute 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the Procurement and Contracts Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.



k. Price Adjustments

Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of Procurement and Contracts.

l. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

m. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise and State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

n. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

o. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.



- p. **Public Records**
- i. The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the City in order to perform the service;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.
 - ii. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN:
IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED
PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE
AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK
100 W. Atlantic Blvd., Suite 253, Pompano Beach, Florida 33060
(954) 786-4611**

RecordsCustodian@copbfl.com

47. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation, the addendum will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.



48. **Attachments**

Appendix A - Minimum Engineering Specifications

Typical Specs for Parking Garage/Parking Office Bathroom, as applicable

Appendix B - Maps, Plans, Studies, and Other Important Data

Exhibit A - Location Map
Exhibit B - Survey
Exhibit C - Boundary Map and Legal Description
Exhibit D - ALTA Survey
Exhibit E - Setbacks
Exhibit F - Geotechnical Study
Exhibit G - Phase 1 Environmental Report
Exhibit H - Atlantic Blvd Overlay District Zoning Code
Exhibit I - Project Boundaries

Appendix C - City Forms

Exhibit A - Local Business Participation Form
Exhibit B - Letter of Intent Form
Exhibit C - Local Business Unavailability Form
Exhibit D - Good Faith Effort Form
Exhibit E - Local Subcontractor Utilization Report
Exhibit F – References
Exhibit G - Contractor Performance Report
Exhibit H - Disclosure Of Potential Conflict Of Interest And Conflicting
Employment Or Contractual Relationship
Exhibit O - Performance and Payment Bond Forms





City of Pompano Beach
Procurement and Contracts Department
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

October 8, 2024

ADDENDUM #1, RFP25-001

Design-Build Services Oceanside Parking Garage

To Whom It May Concern,

Revisions have been made to documents within Appendix A for RFP25-001 Design-Build Services Oceanside Parking Garage.

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Eric Seifer,
Purchasing Supervisor

cc: website

Df





City of Pompano Beach
Procurement and Contracts Department
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

November 13, 2024

ADDENDUM #2, RFP25-001

RFP25-001 Design-Build Services Oceanside Parking Garage

To Whom It May Concern,

The City has decided to extend the deadline to receive sealed proposals to **February 7, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered. In addition, the following documents have been added to the Attachments tab:

- Pre-Proposal Meeting Attendance Sheet
- Site Visit/Walkthrough Attendance Sheet
- Local Artist Contact Information for Reference

Addendum #2 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The new deadline for receiving written questions in the eBid System is **January 16, 2025, at 5:00:00 p.m. (local)**.

The new deadline for accepting proposals in the eBid system is **February 7, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English, Purchasing Agent.

cc: website

DJ





City of Pompano Beach
Procurement and Contracts Department
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

December 12, 2024

ADDENDUM #3, RFP25-001

RFP25-001 Design-Build Services Oceanside Parking Garage

To Whom It May Concern,

The following document has been added to the Attachments tab:

- Design Build Draft Agreement

Addendum #3 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receiving written questions in the eBid System is **January 16, 2025, at 5:00:00 p.m. (local).**

The deadline for accepting proposals in the eBid system is **February 7, 2025, at 2:00:00 p.m. (local).**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English,
Purchasing Agent.

cc: website

DJ





City of Pompano Beach
Procurement and Contracts Department
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

January 30, 2025

ADDENDUM #4, RFP25-001

RFP25-001 Design-Build Services Oceanside Parking Garage

To Whom It May Concern,

1. The design-build team will be responsible solely for the design and construction of a 700-stall parking garage. The garage will not include any habitable spaces, apart from the parking manager's office. Any necessary variances or public purpose adjustments will be managed by others.
2. "Exhibit B – General Conditions" has been added to the attachments tab of the City's eBid System.
3. The deadline for receipt of proposals has been moved to Thursday, February 20, 2025.

Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered

Addendum #4 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receiving written questions in the eBid System has been extended to **February 7, 2025, at 5:00:00 p.m. (local)**.

The new deadline for accepting proposals in the eBid system has been extended to **February 20, 2025, at 2:00:00 p.m. (local)**.

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English, Purchasing Agent.

cc: website

DJ



EXHIBIT “B”

EXHIBIT B – INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment. CONTRACTOR shall maintain statutory workers' compensation and employer's liability insurance with minimum limits of not less than those set forth below. United States Longshore and Harbor Workers ("USL&H") insurance is required for any activities on or about navigable waters.

Workers' Compensation

Employers' Liability

Statutory

\$1 Million Bodily Injury by Accident/

Bodily Injury by Disease Each Employee/

Bodily Injury by Disease Policy Limit

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum 2,000,000 Per Occurrence and \$4,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX_ explosion & collapse hazard	
XX_ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORs	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor agrees to maintain commercial general liability at a limit of liability not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting product/completed operations, independent contractors, broad form property damage, X-C-U coverage, contractual liability or separation of insureds.

ADDITIONAL INSURED ENDORSEMENTS

Contractor agrees to endorse City as an additional insured on the commercial general liability with the CG 20 10 04 07 or GC 20 10 14 13 Additional Insured - City's Lessees, or Contractors endorsement, or a similar endorsement providing equal or broader additional insured coverage, in addition to endorsing the City as an additional insured with the CG 20 37 14 13 Additional Insured – City's Lessees, or Contractors – Completed Operations, or a similar endorsement providing equal or broader additional insured coverage (**Attach actual copies of the endorsement(s)...contact your insurance agent**).

AUTOMOBILE LIABILITY: ☒ Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form ☐ Minimum \$10,000/\$20,000/\$10,000
XX owned (Florida's Minimum Coverage)
XX hired
XX non-owned

The Contractor agrees to maintain business automobile liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall include liability for owned, non-owned and hired automobiles. In the event the Contractor does not own automobiles, the Contractor agrees to maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability policy.

CONTRACTOR'S POLLUTION LIABILITY INSURANCE:

The Contractor agrees to maintain contractor's pollution liability at a limit of liability not less than \$5,000,000 each claim and \$5,000,000 for all claims. If this insurance is provided on an annual practice insurance policy, the Contractor agrees to maintain the policy for a period not less than three (3) years after the issuance of the final release and certificate of final completion issued by the City for the Project. The original retroactive date on an annual practice policy must equal or proceed the effective date of the Contract, or the performance of the Work hereunder and remain unchanged for the same three (3) year period stated for this type of policy. If this insurance is provided on a per-project basis insurance policy, the Contractor agrees to maintain an extended reporting period not less than three (3) years commencing the issuance of the final release and certificate of final completion issued by the City for the Project. The original retroactive date on a per-project basis policy must equal or proceed the effective date of the Contract, or the performance of Work hereunder and remained unchanged for the same three (3) year period stated for this type of policy.

EXCESS LIABILITY		Per Occurrence	Aggregate
XX_ other than umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000

The Contractor agrees to maintain either a commercial umbrella or excess liability at a limit of liability not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

The Contractor agrees to endorse the City as an additional insured on the commercial umbrella/excess liability, unless the commercial umbrella/excess liability provides coverage on a true follow-form basis, or the City is automatically defined as an additional protected person.

The City's additional insured status or policy's follow-form type must be stated on the certificate of insurance provided to the City.

PROFESSIONAL LIABILITY

XX _ * Policy to be written on a claims made basis

Per Occurrence Aggregate
(See below) (See below)

The Design Builder and each Design Consultant shall maintain, professional liability insurance with the minimum limits of not less than those set forth below. Such insurance shall be continuously maintained for the duration of the projects, plus ten (10) years after Substantial Completion is achieved for all projects; provided, however, that the City shall not be responsible for professional liability insurance premium costs incurred after Substantial Completion of the Projects (See below for limits).

Design Builder: \$5 Million per Claim/\$5 Million Aggregate

Prime Architect Design Consultant: \$5 Million per Claim/\$5 Million Aggregate

Structural and MEP Design Consultants: \$5 Million per Claim/\$5 Million Aggregate

All Other Design Consultants

\$2 Million per Claim/\$4 Million Aggregate

The Contractor agrees to maintain contractor's professional liability at a limit of liability not less than \$5,000,000 each claim and \$5,000,000 total for all claims. If this insurance is provided on an annual practice insurance policy, the Contractor agrees to maintain the policy for a period not less than three (3) years after the issuance of the final release and certificate of completion issued by City for the Project. The original retroactive date on an annual practice policy must equal or proceed the effective date of the Contract, or the performance of the Work hereunder and remained unchanged for the same three (3) year period stated for this type of policy. If this insurance is provided on a per-project basis insurance policy, the Contractor agrees to maintain an extended reporting period not less than three (3) years commencing the issuance of the final release and certificate of final completion issued by the City for the Project. The original retroactive date on a per-project basis policy must equal or proceed the effective date of the Contract, or the performance of the Work hereunder and remained unchanged for the same three (3) year period stated for this type of policy.

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor agrees by entering into written Contract with City to a waiver of subrogation in favor of the City for each policy required by this section providing coverage during the life of this Contract. This waiver of subrogation requirement shall not apply the public construction bond to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a

Contract on a pre-loss basis. Waiver of subrogation must be shown on the certificate of insurance to the City.

BUILDER'S RISK INSURANCE

The Contractor, prior to notice to proceed or commencement of the Work, whichever occurs first agrees to maintain builder's risk insurance with a policy period not less than the Contract Time, plus three (3) additional months affording coverage to protect the interests of the City, Contractor, and Contractor's sub-contractors at every tier, architects, or engineers, including sub-limits for i) debris removal of damaged covered property, ii) any property acquired under a sales tax incentive program iii) property in transit, iv) property stored off-site and v) boiler and machinery (machinery), which may become part of the Work. Such insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who have an insurable interest in such insurance, until final payment has been made as provided in the contract or until no person or entity other than the City has an insurable interest in the property as specifically required per the contract to be covered, whichever is later.

Coverage shall be written on an all-risk, replacement cost, and completed value form basis in an amount at least equal to one-hundred percent 100% of the projected completed value of the Work, and include but not limited to cost of materials supplied, used or installed by others, including temporary works, scaffolding, shoring, form work and fences, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include coverage for soft costs, which shall include at a minimum additional expense for interest, legal, consulting, insurance, architectural and engineering, Contractor's overhead and general conditions, and equipment rental, in an amount not less than ten percent (10%) of the one-hundred percent (100%) projected completed value of the Work. The soft cost limit shall be a scheduled limit on the policy in addition to a scheduled limit for the hard cost amount. Collectively, the scheduled soft cost limit and hard cost limit should equal one-hundred percent (100%) of the projected value of the Work. The Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier. The City agrees the builders' risk policy shall contain certain sub-limits in amounts less than one-hundred percent (100%) of the projected completed value as commonly found in the standard all-risk builders' risk insurance coverage form for projects of similar types and amounts.

The Contractor further agrees that any flat deductible(s) shall not exceed twenty-five thousand (\$25,000) and any, percentage deductible (when applicable) for wind or a flood insurance sub-limit shall not exceed five percent (5%) of the one-hundred percent (100%) projected completed value of the Work, unless disclosed on the certificate of insurance to the City. The Contractor shall disclose to and provide City proof of any deductible buy-down policy purchased, including limits and premiums, specifically applicable to any percentage deductible(s) under the Builder's Risk insurance policy.

Contractor agrees to endorse the builder's risk insurance with a standard permission to occupy endorsement for a period of at least one hundred twenty (120) days after the building is occupied in whole or in part, or put to its intended use, or partially accepted by the City. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the City's interest in the building ceases, or the building is accepted or insured by the City. The Contractor agrees this endorsement must be stated on the certificate of insurance provided to the City.

The Contractor agrees to endorse the City as a “Loss Payee” on the builder’s risk insurance. If available under the builder’s risk insurance coverage form, the Contractor may include flood insurance coverage in the builder’s risk insurance policy. The Contractor agrees the flood sublimit shall not be less than twenty-five percent (25%) of the one-hundred percent (100%) projected completed value of the Work with a percentage deductible, if applicable, not greater than five percent (5%) of the hard costs amount stated in the builder’s risk insurance policy, unless disclosed on the certificate of insurance to City. This sublimit for flood insurance may be included in the one-hundred percent (100%) of the projected completed value of the Work stated in contract. In addition, the Contractor shall purchase a flood insurance policy for each building through the National Flood Insurance Program (NFIP) as defined below. If a sub-limit for flood insurance, as stated above, is included and continuously maintained in the builder’s risk policy by the Contractor, then the excess flood insurance requirement below is waived and not required by the City.

FLOOD INSURANCE

The Contractor shall place the flood insurance once the bottom floor of each building is poured and the finished floor elevation is established by a land surveyor, and an elevation certificate is available for each building, as defined by the National Flood Insurance Program (NFIP), under the Work, the Contractor agrees to maintain an individual NFIP General Flood Policy on each building under construction in the maximum amount available under the NFIP. The flood deductible for each building insured under the NFIP policy may not exceed ten-thousand dollars (\$10,000), unless disclosed on the certificate of insurance to the City. In the event any of the NFIP General Flood insurance’s policy periods of twelve (12) months on each building expires prior to each building obtaining a final release and certificate of final completion issued by the City for the Project, the Contractor agrees to renew the NFIP General Flood insurance policy on each building. The Contractor shall provide the City with two (2) new elevation certificates by a land surveyor based on finished construction for each building. One (1) original signed and sealed final elevation certificates for each building shall be provided to the City’s Risk Manager.

The Contractor agrees to provide individual excess flood insurance policies over and above the underlying NFIP policies on each building under construction. The excess flood insurance coverage amounts shall not be less than twenty-five percent (25%) of the one-hundred percent (100%) projected completed value for each building insured. The deductible on each excess flood insurance policy is the maximum policy limit of the underlying Primary NFIP General Flood insurance policies. In the event any of the individual excess flood insurance’s policy periods of twelve (12) months on each building expires prior to each building obtaining a final release and certificate of final completion issued by the City for the Project, the Contractor agrees to renew the individual excess flood insurance policy on each building. If excess flood insurance, as stated above, is provided and continuously maintained by the Contractor, then the flood insurance sub-limit requirement in Section above is waived and not required by the City.

For any building suffering flood damage as defined in the underlying NFIP flood policies, the Contractor agrees to pay for all flood losses as a result of the underlying NFIP policies terminating and not be maintained as terminating and not be maintained as an underlying primary insurance requirement to maintain a NFIP policy for the maximum amount available under either the builder’s risk insurance and, if applicable, all excess flood insurance policies.

The Contractor agrees to endorse the City as a Loss Payee under all National Flood Insurance Program flood policies and if applicable, all excess flood insurance policies.

PUBLIC CONSTRUCTION BOND

The Contractor shall furnish a Public Construction Bond to the City in an amount not less than one hundred percent (100%) of the Contract Price. The bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by the Contractor, the penal sum of the bond shall be deemed increased by like amount. The bond furnished by the Contractor shall be in form required by the City **and in conformity with Section 255.05, Florida Statutes, shall be recorded in the Public Records of Broward County before construction commences, and shall be executed by a surety, or sureties, reasonably suitable to the City.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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 have **ADDITIONAL INSURED** provisions or 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 HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: PHONE (A/C. No. Ext): 410-337-9755 E-MAIL ADDRESS: squidley@hmsia.com	FAX (A/C. No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indian Harbor Insurance Company		36940
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 242796471

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 ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CEO744604304	8/1/2024	8/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Job #P042481 Oceanside Parking Garage 109 N. Ocean Boulevard Pompano Beach, FL 33060

City of Pompano Beach additional insured when required by written contract or agreement per the attached pollution endorsement

CERTIFICATE HOLDER**CANCELLATION**City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

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

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ENDORSEMENT #003

This endorsement, effective 12:01 a.m., August 1, 2024, forms a part of
Policy No. CEO744604304 issued to THE WHITING-TURNER CONTRACTING COMPANY
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED

This endorsement modifies insurance provided under the following:

PA/CE Plus: Professional Activities/Complete Execution + Pollution (Occurrence)

PROFESSIONAL & POLLUTION LIABILITY FOR CONSTRUCTION CONTRACTORS AND CONSTRUCTION SUPPORT SERVICES PROVIDERS

In consideration of the premium charged, it is hereby understood and agreed that Definition **K. Insured** of **SECTION 2: DEFINITIONS**, is deleted in its entirety and replaced with the following:

- Insured K.** means each of the following:
1. the **Named Insured**;
 2. the **Named Insured** including any and all affiliates, divisions, subsidiary corporations, or subsidiary limited liability companies thereof, of any tier, in the past, as now or hereafter constituted; and any other legal entity in which you have fifty (50) percent or more ownership or over which you exercise management or financial control or have contractually agreed to provide insurance for such entities. It is further agreed, all partnerships or joint ventures, including all tiers of ownership of said partnerships or joint ventures, in which the Named Insured or any other Named Insured entity, of any tier, in the past, as now or hereafter constituted has more than fifty percent ownership, shall be included as Named Insured, but this policy shall apply as excess of any other valid and collectible insurance available to the partnership or joint venture.
 3. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
 4. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
 5. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
 6. any **Predecessor in Interest**;
 7. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
 - (a) coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or

- Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
- (b) this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
- 8. any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
 - 9. With regard to Section 1: What We Cover D.1., the **Client**, but only:
 - (a) if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and
 - (b) with respect to the **Client's** vicarious liability resulting from your **Contracting Activity**.
 - 10. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:
 - (a) a **Pollution Condition** caused by your **Contracting Activity**; and
 - (b) the vicarious liability of the person or organization that results from the performance of your **Contracting Activity** provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

All other terms, conditions and exclusions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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.

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PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030	CONTACT NAME: PHONE (A/C No. Ext): 410-337-9755 E-MAIL ADDRESS: squidley@hmsia.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indian Harbor Insurance Company		36940
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1411855531**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
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Retro Date 07/31/1998			CEO744604304	8/1/2024	8/1/2026	Per Claim Aggregate 5,000,000 5,000,000

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

RE: Job #P042481 Oceanside Parking Garage 109 N. Ocean Boulevard Pompano Beach, FL 33060

CERTIFICATE HOLDER**CANCELLATION**City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach FL 33060

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 4 North Park Drive, Suite 500 Hunt Valley MD 21030	CONTACT NAME: Rebecca Gierczak TWT GppAU5WW PHONE (A/C No. Ext): 410-339-7263 E-MAIL ADDRESS: whitingturner.certificates@rcmd.com FAX (A/C, No): 410-339-7234
INSURED The Whiting - Turner Contracting Company 300 E Joppa Rd Baltimore MD 21286	INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity & Liability Company INSURER B: Travelers Indemnity Company of Connecticut INSURER C: Travelers Casualty and Surety Company INSURER D: Charter Oak Fire Insurance Company INSURER E: Travelers Property Casualty Company of America INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 754297101**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
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	VTC2JCO5788B20ATIL25	8/1/2025	8/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Total Aggregate \$25,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	VTC2ECAP5788B223TCT25	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			1000585941251	8/1/2025	8/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C D	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	Y N / A	UB6P9500382525R UBB23133892525K	8/1/2025 8/1/2025	8/1/2026 8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Job #P042481: Oceanside Parking Garage, 109 N. Ocean Boulevard, Pompano Beach FL 33060. City of Pompano Beach is included as Additional Insured under General Liability on a primary & non-contributory basis and Automobile Liability as required by written contract. Waiver of Subrogation is granted under General Liability, Automobile & Workers Compensation as required by written contract. Excess Liability follows form of underlying coverage for General Liability, Automobile Liability & Employers' Liability. 30 days notice of cancellation, 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach FL 33060

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

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EXHIBIT “C”

General Conditions