



Project Scope

10172-3-0
2/14/2017

Our scope includes the below items with a checkmark next to them:

- | | |
|--|---|
| <input type="checkbox"/> Shop Drawings & Submittals | <input type="checkbox"/> Uninterruptible Power Supplies |
| <input type="checkbox"/> Permits & Inspections | <input checked="" type="checkbox"/> Structured Cabling (CAT6) & Terminations |
| <input type="checkbox"/> As-Built Drawings & O&M Manuals | <input checked="" type="checkbox"/> Fiber Optic Cabling & Terminations |
| <input type="checkbox"/> End-User Training | <input type="checkbox"/> Fiber Patch Panels/Media Converters |
| <input type="checkbox"/> Man Lifts or Scaffolds | <input type="checkbox"/> CCTV System Software/Licenses |
| <input checked="" type="checkbox"/> Demolition of Existing Hardware/Wiring | <input type="checkbox"/> CCTV System Software Maintenance Agreement |
| <input type="checkbox"/> 120VAC Power Wiring & Conduit | <input type="checkbox"/> CCTV System Servers/Archivers |
| <input type="checkbox"/> Underground Conduits & Junction Boxes | <input type="checkbox"/> CCTV System Workstations |
| <input type="checkbox"/> Above Ground Conduits & Junction Boxes | <input type="checkbox"/> Access Control System Software/Licenses |
| <input type="checkbox"/> Terminal Cabinets/Equipment Enclosures | <input type="checkbox"/> Access Control System Software Maintenance Agreement |
| <input checked="" type="checkbox"/> Installation of Field Devices | <input type="checkbox"/> Door Locking Hardware |
| <input type="checkbox"/> Installation of System Cable/Wiring | <input type="checkbox"/> Door Lock Power Supplies |
| <input checked="" type="checkbox"/> Surge Suppression | <input type="checkbox"/> Door/Frame Preparation |
| <input type="checkbox"/> Network Equipment Racks | <input checked="" type="checkbox"/> Sales/Use Tax |
| <input checked="" type="checkbox"/> Network Switches | <input type="checkbox"/> Performance/Payment Bonds |

Site Secure to provide the following goods and services:

- Remove existing camera power enclosure from pole.
- Relocate existing cell router from old enclosure to new solar enclosure.
- Install new solar enclosure and solar panel on existing mast.
- Connect existing Wi-Fi radio and pier camera to new solar enclosure.
- Install new SM (SM 1) on concession stand and connect to existing Comcast router.
- Install new power / network enclosures and SM radios at Pavilion 3, South Restrooms, North Restrooms and Ocean Rescue.
- Connect existing Pavilion 3 and Ocean Rescue Wi-Fi radios to new power enclosures.
- Program new Cambium AP and SM radios.

City of Pompano Beach to provide the following goods and services:

- Disconnect 120 VAC power to existing pier cam enclosure.
- Pull new 120 VAC service to Pavilion 3. Joe Cerrito (City Electrician) plans to use existing CAT5 cable in existing UG conduit as a pull.
- Reconnect power to new Pavilion 3 and Ocean Rescue power enclosures.

Site Secure will install the existing pier cam cell router in the new solar enclosure. Pompano IT has the option of streaming the pier cam over the Comcast router and re-purpose the cell router or use the cell router as a backup in the event Comcast goes down. The pier cam and Wi-Fi would automatically revert to the Verizon cell router then back to Comcast once Comcast has reestablished it's connection. We can set it up either way.



The new pier solar power enclosure will be supplied fiber ready with a network switch SFP port and dual power for solar or 120 VAC.

The cellular router and UPS power supply from the original pier camera enclosure will be re-purposed into the new enclosure.



Bill Of Material

10172-3-0
2/14/2017

Pier Equipment

QTY	Manufacturer	Part #	Description	Init Price	Ext. Price
1	Cambium Networks	C058900C072A	ePMP 5 GHz Force 180 Integrated Radio (FCC) (US cord)	151.00	\$151.00
1	Cambium Networks	SMMB1A	Universal mounting bracket	43.00	\$43.00
1	Cambium Networks	SMMB2A	UNIVERSAL MOUNTING BRACKET, HEAVY DUTY	61.00	\$61.00
1	Cambium Networks	C050900D021A	ePMP Sector Antenna, 5 GHz, 90/120 with Mounting Kit	319.00	\$319.00
1	Cambium Networks	C058900R052A	ePMP 1000: 5 GHz AP Lite / Force 110 PTP Radio (FCC)	319.00	\$319.00
1	MECO	MECO-CUST-SOLAR	SOLAR POWER UNIT - Composite NEMA enclosure with stainless lockable hardware and pole mount kit, 50 amp Lithium Poly battery, solar charge regulator, 140 watt solar panel with pole mount kit, ALtronix remote managed 4 port POE + 1 SFP port switch, DC to DC power supply	3,210.00	\$3,210.00

Equipment SubTotal: \$4,104.00

Labor SubTotal: \$1,655.00

Misc. Parts & Supplies SubTotal: \$134.00

Pier Equipment SubTotal: **\$5,893.00**

SM 2,3,4,5

QTY	Manufacturer	Part #	Description	Init Price	Ext. Price
4	MECO-IVerify	UPU-IVKIT-SW5	5 Port Kit + WEB Monitor - 16x14x6 inch UL Listed NEMA enclosure, programmed Cambium ePMP SM radio, 5 port industrial unmanaged 802.3af POE switch (3 CAM / 1 WEB / 1 radio) , UL rated DIN rail power supplies (24 VDC @ 20 W and 48 VDC @ 60 W) , Ditek AC surge, radio power injector, pole mount kits for enclosure and radio. Kit includes WEB monitor for remote power cycle, temperature and voltage monitor includes installation and programming. Please provide IP address at time of order.	1,299.00	\$5,197.00

Equipment SubTotal: \$5,197.00

Labor SubTotal: \$2,550.00

Misc. Parts & Supplies SubTotal: \$218.00

SM 2,3,4,5 SubTotal: **\$7,965.00**

Financial Summary

Total Equipment: **\$9,301.00**

Total Labor: **\$4,205.00**

Other Direct Costs: **\$629.00**

Total System Investment: **\$14,135.00**



Terms and Conditions

10172-3-0
2/14/2017

SiteSecure, LLC (SiteSecure)

1. Payments to SiteSecure: Full payment is due upon receipt of invoice unless otherwise agreed by SiteSecure

2. Final payment: Including any retention shall be due no later than 30 days after work is completed. Nothing in agreement documents or anything in this document shall serve to void SiteSecure's Mechanics Lien and/or Bonding claim rights in accordance with Florida Law

3. Late payments: In the event any payments are not made when due, including final payment, the buyer shall be liable for interest in an amount equal to 1.5% per month or the maximum legal rate permitted by law, accruing from the date last payment became "overdue". Albeit the amount of interest shall never, under any circumstances, exceed the maximum allowed under the laws of the State of Florida.

4. Back-Charges: No back-charges or claim of the buyer for equipment or services shall be valid unless agreed to in writing by SiteSecure before the "back-charge work" is executed. In the case of SiteSecure's failure to meet any requirement of the subcontract agreement, the Buyer shall notify SiteSecure of such default in writing, and allow SiteSecure reasonable time to correct any deficiency in accordance to paragraph (7) below

5. Liquidated Damages: The Buyer shall make no demand for liquidated damages, unless such damages are named herein. SiteSecure shall under no circumstances be liable for liquidated damages for more than the amount paid by the Buyer for unexcused delays to the extent caused by SiteSecure

6. SiteSecure to warrant materials and workmanship against defects for a period of one year following the date Buyer receives beneficial use or date of final acceptance, whichever comes first. This warranty may include multiple start dates for different installed components. SiteSecure shall determine all warranty start dates. SiteSecure's total liability under any circumstances shall be limited to the costs incurred in correcting any defect warranted, and under no circumstances shall SiteSecure be liable for loss of profits or incidental or consequential damages, whether in contract, tort, or otherwise. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer and/or owner shall be responsible to maintain equipment in good, sufficient working order. Any and all warranty activities shall be performed during SiteSecure normal working hours excluding weekends and SiteSecure recognized holidays unless specifically agreed to, and documented by, SiteSecure.

7. Change orders and conflicts: Upon determination by either party that "the contract needs a change" or "some type of conflict has arisen" outside the scope of work, or failure thereof, the "discovering" party shall notify the other in writing within 24 hours, with details including cost breakdowns and schedule impacts defined. The "Notified" party must promptly respond in writing within 24 hours of receipt. If not settled, a meeting shall be called for resolution. Upon agreement of solution, a contract change order, with scope changes, lump sum pricing changes (extra or credit) and revised schedule shall be attached. If the change order requires a "variable cost approach", time and material (T&M) rates must be pre-agreed. Buyer and SiteSecure must initial a T&M rate letter, and attach to a change order, and proceed in accordance with the original terms of the contract. SiteSecure shall be entitled to fair and reasonable re-mobilization fees if delayed beyond its control

8. Buyer shall furnish all necessary facilities for the performance of the work by SiteSecure, including adequate space for storage and handling of material, ladders, lifts and provide adequate light, electricity, water, freeze protection, local telephone, security, toilet facilities, hoisting, clean-up labor and dumpster facilities. SiteSecure shall be responsible for cleaning up its own debris

9. Force Majeure: SiteSecure shall not be responsible for failure to render services due to causes beyond its control including, but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of nature, or any other cause beyond the control of SiteSecure

10. Hazardous waste disposal: This agreement does not provide for the cost of disposal of any hazardous materials encountered during the performance of any services. Buyer / Owner is responsible to remove any and all hazardous materials

11. Working hours and days: Unless specifically set forth, and agreed to by all parties, all installation and warranty work shall be performed during normal SiteSecure working hours and days. If Buyer subsequently requires special working hours and days otherwise, this condition will constitute scope and/or schedule above and beyond the agreement and solutions shall be executed in accordance with paragraph (7) above

12. This agreement is the exclusive agreement between the Buyer and SiteSecure and there are no other agreements, whether written or oral, which are not specifically set forth herein. If any legal action arises out of this agreement or breach thereof, both parties agree that and suit shall be filed and maintained in Orange County, State of Florida.



Clarifications

10172-3-0
2/14/2017

General

- a) Customer to make available adequate mounting space for all head end devices. Mounting space requirements will be provided to Client upon award.
- b) Any High voltage (greater than 75 VAC) requirements are not quoted, unless specifically identified in the scope of work and/or the equipment list.
- c) This installation will be done with Teflon plenum-rated wire where required for low voltage work, installed in free air, above ceilings, and in partition walls, and does not include costs for asbestos related work.
- d) Conduit is not included, unless specifically identified in the scope of work and/or the equipment list.

Access Control

- a) All Door(s) and associated door hardware are not included, unless specifically identified in the scope of work and/or equipment list.
- b) Coring of new or existing doors required for electrified locking hardware is considered the responsibility of others.
- c) Modification of any new or existing fire doors is not included. Additional charges may apply if SITESECURE, INC. is requested to perform such work.
- d) Proper door alignment and mechanical operation is the responsibility of others.
- e) Programming and configuration of your microprocessor and/or CPU is included, excluding loading the database. It shall be the responsibility of the Customer to load the data base which involves defining access levels, time zones, personnel data, programming maps, defining alarm messages and instructions, along with the input of any user defined data. Individual cardholder input and definition is also excluded.
- f) Access control cards are not included, unless specifically identified in the scope of work and/or equipment list.
- g) Access control system computer UPS is not included unless specifically identified in the scope of work and/or equipment list.
- h) FIRE ALARM RELEASE - It the responsibility of the customer and the fire alarm service provider for this site. Any permits required in accordance with the fire alarm system or release shall be obtained by the fire alarm service provider.

CCTV

- a) A dedicated circuit is recommended for the CCTV system, but not included.
- b) Current and future lighting requirements are the responsibility of others.
- c) Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

Intrusion Alarm and Monitoring

- a) A separate alarm monitoring agreement will be required for alarm monitoring services.
- b) All call lists and contact names are to be provided in writing.

Installation

- a) All required installation documents are included.
- b) Installation of all required equipment and materials with on-site supervision of project is included.
- c) Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
- d) Idle time incurred by SiteSecure employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
- e) This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
- f) Client to coordinate with local SiteSecure staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
- g) Client to provide and coordinate 110 VAC electrical service where needed.
- h) All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
- i) Any telephone lines or LAN/WAN connections must be installed and operational prior to SiteSecure commencing work. The local SiteSecure representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

Permits, bonds, and other requirements by any government agency are not included.



Acceptance

10172-3-0
2/14/2017

Proposal: Pier Solar Wireless Retrofit

\$14,135.00

The following documents in this proposal are considered binding including: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable

Proposal Accepted: SiteSecure, LLC is authorized to proceed with the work as proposed. This proposal is valid until: 3/16/2017

Purchaser City Of Pompano Beach
By Gene Zamoski
Title _____

Seller SiteSecure, LLC
By Terry Delmonaco

Signature _____

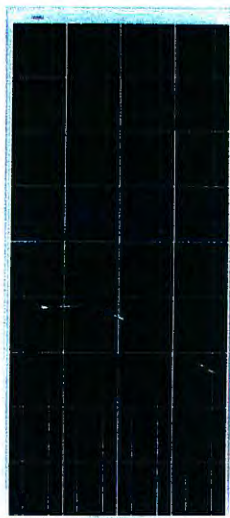
Date _____

PO # _____

Signature _____

Date 2/14/2017

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses and the Warranty below.



140W and 150W Photovoltaic modules 140J and 150J

This line of modules is the direct result of over three decades of design, manufacturing and use. Attending to every detail in the design and manufacture of our products, our process controls and testing methods have optimized module life and electrical energy production.

Ameresco Solar's off-grid module line offers the following features and benefits:

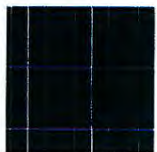
► Built to last

From mountaintops to off-shore platforms, on weather stations in the bitter cold of Antarctica and on telephone signal repeaters in the hot Australian outback, the technology has been proven in the harshest environments.



► Accessible junction box for off-grid connections

J-type junction box has accessible terminals for easier module interconnections in off-grid applications, and it allows fitting cable glands for various sections.



► High reliability

Cell interconnections and diode placement use well-established industry practice and are field-proven to provide excellent reliability.



► Thick, durable scratch resistant back sheet

The thick back sheet provides extra insulation and increased resistance to protect your module against rough handling. Made of white polyester, it ensures longer term performance and increased energy production.

► Quality and certifications

ISO 9001

ISO 9001 factory certification ensures that our manufacturing facilities use proven manufacturing and quality control processes.



Certified to IEC 61215 and 61730



Certified to UL1703 and ULC1703
Certified for use in Class 1, Division 2 Hazardous locations



Conforms with European Directive 2006/95/EC

Electrical characteristics

140J / 150J

	⁽¹⁾ STC 1000W/m ²	⁽²⁾ NOCT 800W/m ²
Maximum power (P _{max})	140W / 150W	101W / 108W
Voltage at P _{max} (V _{mpp})	17.5V / 18.1V	15.6V / 16.2V
Current at P _{max} (I _{mpp})	8.0A / 8.3A	6.5A / 6.7A
Short circuit current (I _{sc})	8.2A / 8.5A	6.6A / 6.9A
Open circuit voltage (V _{oc})	22.0V / 22.2V	20.0V / 20.2V
Module efficiency	13.7% / 14.6%	
Tolerance (P _{max})	+10% / -5%	
Nominal voltage	12V	
Efficiency reduction at 200W/m ²	<5% reduction efficiency 13.0% / 13.8%	
Limiting reverse current	8.2A / 8.5A	
Temperature coefficient of I _{sc}	0.105%/°C	
Temperature coefficient of V _{oc}	-0.360%/°C	
Temperature coefficient of (P _{max})	-0.45%/°C	
⁽³⁾ NOCT	47±2°C	
Maximum series fuse rating	20A	
Application class (according to IEC 61730:2007)	Class A	

Maximum system voltage 600V (U.S. NEC) / 1000V (IEC 61730:2007)

1: Values at Standard Test Conditions (STC): 1000W/m² irradiance, AM1.5 solar spectrum and 25°C module temperature.

2: Values at 800W/m² irradiance, Nominal Operation Cell Temperature (NOCT) and AM1.5 solar spectrum

3: Nominal Operation Cell Temperature; Module operation temperature at 800W/m² irradiance, 20°C air temperature, 1m/s wind speed

Mechanical characteristics

Solar cells	36 crystalline 6" silicon cells (156 x 156mm) in series
Front cover	High transmission 3.2mm (1/8th in) glass
Encapsulant	EVA
Back cover	White polyester
Frame	Silver anodized aluminum
Junction box	IP65 with 4 terminal screw connection block; accepts PG 13.5, M20 13mm (1/2") conduit, or cable fittings accepting 6-12mm diameter cable. Terminals accept 2.5-10mm ² (8-14 AWG) wire
Dimensions	1510 x 674 x 50mm / 59.4 x 26.5 x 2in
Weight	12kg / 26.5lbs

All dimensional tolerances within ±1% unless otherwise stated.

Warranty*

- ▶ Free from defects in materials and workmanship for 2 years
- ▶ 90% min. power output over 12 years
- ▶ Optional 25 years available

* Refer to warranty document for terms and conditions.

Certification

Certified according to the extended version of the IEC 61215 (ed.2), EN 61215:2005-08 (Crystalline silicon terrestrial photovoltaic modules - Design qualification and type approval).

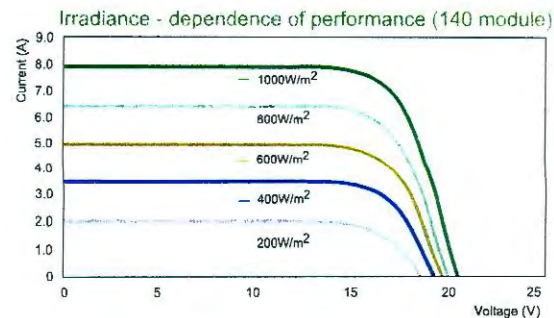
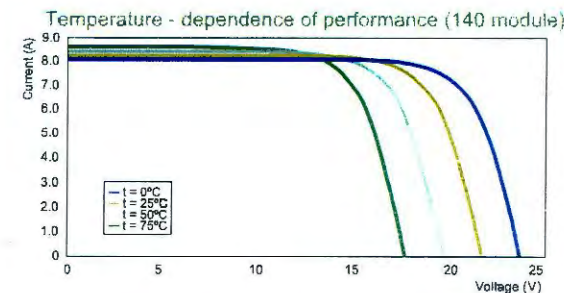
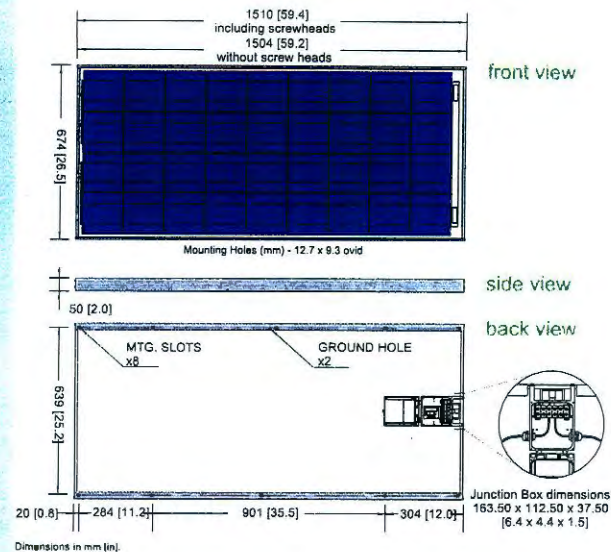
Certified according to IEC 61730-1 and IEC 61730-2 (ed.1), EN 61730-1:2007-05 and EN 61730-2:2007-05. (Photovoltaic module safety qualification, requirements for construction and testing).

Listed to UL 1703 & ULC ORD-C1703 Standard for Safety by Intertek ETL. Class C Fire Rating.

Approved by Intertek ETL according to FM 3611, Dec 2004, and according to CAN/CSA C22.2 No. 213-M1987, 1st Edition, Reaffirmed 2004, for use in a

AMERESCO SOLAR

Green • Clean • Sustainable



For more information, call 855-43-SOLAR or visit www.amerescosolar.com.



Ask me how we can improve your system up-time, image quality and more.

sitesecure.com | mecojax.com | millercis.com | 454 SW 12 Ave, Deerfield Beach, FL 33442 | Office

HOLB SIERRA

INTEGRATED ELECTRONIC SYSTEMS SALES SERVICE INSTALLATION DESIGN

27-Jan-17

The Whiting-Turner Contracting Company
1901 W Cypress Creek Rd
Suite 101
Ft Lauderdale FL 33309

*Reviewed by Gene
@ City IT*

Attn: Frank Zaremba
Re: Video Surveillance Budgetary Numbers
Card Access
From: Matt White
Title: Pompano Beach Pier -- Video Surveillance

Frank:

In accordance with the contract documents for the above referenced bids, below is the summation of the costs for the above.

1	Headend Control Systems	\$	25,861
2	CCTV Field Equipment	\$	8,016
3	Field Installation, Conduit / Trenching / Overhead Wiring	\$	1,575
		Sub-Total	\$ 35,452
		Permitting Fees/Contingency	\$ 3,545
		Total	\$ 38,997

Please see attached literature for additional detailed breakdown.

All WTCC furnished raceway system to be clear, correct, and provided with pullstring. Any work required to correct defects or deficiencies are in addition to the proposal amount. WTCC to provide any network connectivity and and 110VAC power as required. Any necessary permitting fees are in addition to this quote. Insurance, terms and conditions in accordance with piggyback contract (PBCSD 14C-33W).

Date: 27-Jan-17

Project: Pompano Beach Pier -- Video Surveillance
Title: Headend Control Systems

item	Quantity	Description	MSRP / List	Net	Price
				\$ -	\$ -
				\$ -	\$ -
		HSC -Veracity Highwire Ethernet/Coax Converter Pair		\$ -	\$ -
		HSC - Viewing Station w/ peripherals - desk mount		\$ -	\$ -
3		HSC - TrendNet 24P Patch Panel w/10 patch cable set	\$ 75	\$ 75	\$ 225
		HSC - Cat5 Patch Cables		\$ -	\$ -
		HSC - Mobile Viewing Station		\$ -	\$ -
		HSC - Mobile Viewing Station Bluetooth Keyboard		\$ -	\$ -
1		HSC - Tripplite OmniBC Pro 1500 BUPS, rk mt	\$ 370	\$ 370	\$ 370
		HSC - Ditek Surge Suppression for Video		\$ -	\$ -
		Pelco PP350 Parapet Gooseneck Mt		\$ -	\$ -
327		Labor svcs, Installation, Relocate, Configure/Reconfigure	\$ 45	\$ 45	\$ 14,715
1		Misc hardware,connectors,cable,	\$ 100	\$ 100	\$ 100
		Lift services for removal of existing equipment		\$ -	\$ -
		HSC - A/S 300 Series Enclosure, wall mt w/door		\$ -	\$ -
		HSC - Quest Free-Standing Server Enclosure		\$ -	\$ -
2		Avigilon H4F-MT-NPTA1 Fisheye NPT Mount	\$ 60	\$ 60	\$ 120
2		Avigilon H4F-MT-WALL1 Fisheye Wall Mt	\$ 70	\$ 70	\$ 140
		Pelco 3512 / MT Housing		\$ -	\$ -
		Avigilon LEF7020028CA 70mm - 200mm Lens		\$ -	\$ -
		Avigilon ES-HD-CWS-LG Pro Camera Enclosure		\$ -	\$ -
		Avigilon H3-DC-PNL		\$ -	\$ -
4		Avigilon MNT-PEND-WALL	\$ 90	\$ 75	\$ 300
		Avigilon H3-BO-JB		\$ -	\$ -
4		Avigilon MNT-AD-POLE-B Pole Mt Adapter	\$ 90	\$ 75	\$ 300
		Avigilon MNT-AD-CORNER Corner Mt Adapter		\$ -	\$ -
		Avigilon NVR Server 15.0 TB		\$ -	\$ -
		Avigilon NVR Server 21.0 TB		\$ -	\$ -
1		Avigilon HD Video Appliance 16 ch / 12TB w/ Ent Upgrade	\$ 11,556	\$ 9,591	\$ 9,591
		Avigilon HD Video Appliance 24 ch / 12TB w/ Ent Upgrade		\$ -	\$ -
		Avigilon NVMS 4 channel NVR Software		\$ -	\$ -
		Avigilon NVMS 8 channel NVR Software		\$ -	\$ -
		Avigilon NVMS 16 channel NVR Software		\$ -	\$ -
		Avigilon NVMS 24 channel NVR Software		\$ -	\$ -
		Avigilon Surveillance PTZ Joystick		\$ -	\$ -
		Avigilon POE extender		\$ -	\$ -
		Avigilon 4-port Video Encoder		\$ -	\$ -
		Avigilon Encoder Rk Mt		\$ -	\$ -
		Avigilon ACC4 to ACC5 Server Upgrade		\$ -	\$ -
		HSC - D-Link DES1210-28P		\$ -	\$ -
		HSC - D-Link DGS3120-24PC/SI		\$ -	\$ -
		HSC - BlackBox LGB5124A 24-SFP F/O switch		\$ -	\$ -
		HSC - GE IFS S30-2MLC 1000SX SFP Fiber Module		\$ -	\$ -
		HSC - Fiber Patch Cable LC 3m		\$ -	\$ -
					\$ 25,861

Date: 27-Jan-17

Project: Pompano Beach Pier -- Video Surveillance
Title: CCTV Field Equipment

Num.	Description	Camera Model	MSRP	Net
1	Pier Camera Entrance 360	Avigilon 12.0-H4F-DO1-IR	\$ 1,080	\$ 896
2	Pier Camera End 360	Avigilon 12.0-H4F-DO1-IR	\$ 1,080	\$ 896
3	Pier Camera Multihead	Avigilon 9W-H3-3MH-DP1	\$ 1,875	\$ 1,556
4	Pier Camera Multihead	Avigilon 9W-H3-3MH-DP1	\$ 1,875	\$ 1,556
5	Pier Camera Multihead	Avigilon 9W-H3-3MH-DP1	\$ 1,875	\$ 1,556
6	Pier Camera Multihead	Avigilon 9W-H3-3MH-DP1	\$ 1,875	\$ 1,556

Date: 1/27/17

Project: Pompano Beach Pier -- Video Surveillance
Title: Field Installation, Conduit / Trenching / Overhead Wiring

item	Description	Amount		Total
I	Total Cable Footage	2250 ft		
	PVC Grounding Cable @ \$.90/ft	0 ft	\$	-
	Plenum Access Control Cable @ \$0.70/ft	2250 ft	\$	1,575
	Plenum Video Cable @ \$0.70/ft	0 ft	\$	-
	UDR F/O Cable @ 3.70/ft	0 ft	\$	-
			\$	1,575
II	Conduit			
	3/4" Feet @ \$ 3.50 / ft	0 ft	\$	-
	3/4" PVC Feet @ \$ 4.50 / ft	0 ft	\$	-
	1" Feet @ \$ 4.50 / ft	0 ft	\$	-
	1 1/4" Feet @ \$ 6.20 / ft	0 ft	\$	-
	1 1/2" Feet @ \$ 7.60 / ft	0 ft	\$	-
	3/4" IMC Feet @ \$ 4.70 / ft	0 ft	\$	-
	1 1/4" IMC Feet @ \$ 8.50 / ft	0 ft	\$	-
	1 1/2" IMC Feet @ \$ 9.50 / ft	0 ft	\$	-
			\$	-



MULTIVISTA

CONSTRUCTION DOCUMENTATION

Multivista
277 SE 5th Avenue, Delray Beach, FL 33483
T: (561) 272-2223
E: southflorida-info@multivista.com, www.multivista.com

CHANGING THE WAY THE CONSTRUCTION INDUSTRY DOCUMENTS PROJECTS

MIAMIVIEW OF SOUTH FLORIDA, LLC DBA MULTIVISTA WEB CAMERA PROPOSAL AND AGREEMENT

CLIENT: Whiting-Turner
PROJECT: Pompano Beach Pier
LOCATION: Pompano Beach FL 33060
DURATION: 12 months
DATE: 8/5/2016

I. GENERAL.

MULTIVISTA, appreciates the opportunity to provide **Whiting Turner** with superior web-camera documentation of the **Pompano Beach Pier** project.

Multivista Webcam Program

Workflow

Multivista has been able to leverage its extensive experience in web application development and enterprise level hosting, to create a robust, feature rich webcam hosting platform. This reliable hosting platform, coupled with our ability to have local representatives on the ground gives Multivista a significant advantage over other construction webcam providers.

The Multivista webcam program proceeds as follows:

- **Specification** – Camera systems are specified according to the details of the customer's site and/or any specific requirements which the customer has already defined. Operating out of our centralized Operations Support Center, our engineers will design a system which balances economy with any particular requirements of the given project.
- **Coordination of Site Preparation and Camera Installation** – To the extent that site infrastructure, i.e. mounting locations, power, internet connectivity, needs to be provisioned, our local Operations Manager will coordinate with the clients sub-trades to have the work completed. Should client prefer that Multivista coordinate within our network of sub-contractors, a 15% fee will be charged above cost.
- **Mounting and Commissioning** – Upon completion of the site preparation, our local Operations Manager will coordinate the final install and commissioning of the cameras.
- **Hosting** – Once the cameras are mounted, powered and supplied with internet connectivity, a technician working out of our Operations Support Center will connect the camera to the hosting and archiving platform. Automated monitoring of the camera will alert our Operations Center in the event of a camera outage, allowing our network engineers or local Operations Manager to take corrective action as required.

Live View

- ✓ Streaming Video – Frame rate dependent on bandwidth of field connection. Media is re-streamed by Multivista media servers in order permit large numbers of simultaneous connections to a single camera
- ✓ Camera information including weather via National Weather Service API plugin
- ✓ Comment, PDF and Email of current view
- ✓ PTZ controls as appropriate
- ✓ Mode control allows one to switch into archive mode

Archive View – Single Photo

- ✓ Hi-resolution archived photo. Photos are archived to the Multivista storage repository every 15 minutes.
- ✓ PTZ, Comment, PDF, Email of current view
- ✓ Calendar picker to select date/time of image
- ✓ Slideshow and Time-lapse buttons allow one to generate a series of photos or alternatively view a time-lapse movie derived from the archived images.

Archive View – Slideshow

- ✓ Slideshow generator allows one to select a customized series of archived photos for viewing.
- ✓ Slideshow series is represented in the thumbnail format, familiar to Multivista users

Archive View – Time-lapse

- ✓ A 15 fps time-lapse movie is updated monthly using 2 photos per day. Time-lapse movie is viewable on demand from within the MDS interface.
- ✓ Play-pause-forward-back controls allow one to navigate the time-lapse movie

Public Hosting

- ✓ At the client's request, a limited functionality public portal may also be provided for the webcam. This includes the streaming image as well as access to the PTZ controls (as appropriate).

Fees

Camera Equipment – PTZ – AXIS Q6045-E Outdoor Camera 20x ZM - \$6,530.00

Hosting fee, per camera – Cellular - \$600/mo X ¹⁹12 months = \$7,200.00
11,400

Non-penetrating roof mount - \$300

Installation – \$995

~~\$19,225~~ TOTAL COST = \$15,025 for 19 mos. + maintenance & exclusions

II. WEBCAM DOCUMENTATION SERVICES.

1. WEBCAM DOCUMENTATION

All Webcam Documentation described below includes webcam equipment and hosting services to be provided by Multivista as quoted per camera in the accompanying Agreement, and in accordance with all terms and conditions defined in the Agreement and contained herein.

2. WEBCAM DOCUMENTATION EQUIPMENT/SERVICES: The following specifications and services are included at no additional charge for all Scopes that include a Webcam Documentation component:

Delivery of webcams as specified in the Agreement and related equipment; related equipment includes:

For all webcams:

Power Supply

Wall Bracket

Enclosure

For all Fixed webcams:

Pendant

For all Wireless Connection webcams:

Wireless component

For all Cellular Connection webcams:

Modem

Modem Bracket

Antenna

Additional/Optional equipment or components as expressly agreed upon by the Client and Multivista per the terms of the Agreement.

Camera positioning and manual focus adjustment as required.

Optimization of camera setup for available bandwidth and lighting at the internet connection source and camera location(s).

Configuration of pre-sets and bounds for Pan-Tilt-Zoom (PTZ) webcams.

Web hosting via integration into the MDS per the terms of the accompanying Agreement; including:

Integration into existing MDS projects as appropriate.

Live 24/7 image stream with 1200x800 resolution.

Streamed at six (6) to fifteen (15) frames per second via direct/wired or wireless DSL or cable connection, dependent on available on-site bandwidth.

Streamed at not more than four (4) frames per minute via cellular connection.

Note: A higher frame-rate may be achieved as permitted by cellular bandwidth availability, but no warranty or guaranty is included.

Stream re-broadcasting capabilities for up to twelve (12) concurrent users.

While hosted by Multivista, access to the live stream and static images will be available through the password-protected online interface of the MDS via any internet connection.

A publicly viewable, restricted functionality display page for the live stream feed.

Provisions for embedding the live stream feed into the Client's website.

A Project Camera Dashboard, which provides quick, centralized access to all live webcam streams for projects with multiple cameras. Static images captured and archived at fifteen (15) minute intervals between 6:00am and 6:00pm local time (time zone in which the project site is located).

Time-lapse videos created once the Project has been online and actively hosted through the MDS for more than 60 days. Time-lapse videos are updated on a weekly basis and are available for viewing by all MDS users so authorized by the Client.

Automated remote monitoring of camera functionality; notification of loss of connectivity or power via email and follow-up by network technicians in the event of camera downtime.

Multivista Mobile: Access to the live stream and static images via Multivista Mobile, which is optimized for small screen, touch enabled devices such as smart phones and tablets. Devices currently supported include Apple iOS devices, Android OS devices and Blackberry Devices

TeamTalk®: Access to the TeamTalk™ communication feature within the MDS which allows authorized users to perform the following actions:

Add private and public comments to the Project and static images while hosted on the Multivista website.

Tag comments for keyword searches.

Generate visual lists of all Project activity and comments.

3. WEBCAM AND CONNECTION TYPES

Fixed Position Webcam: Fixed cameras, as the name implies, are stationary. They are manually aimed at the location of interest at the time of setup. There may be some limited zoom capability, but this is also typically set at the time of camera installation.

Pan-Tilt-Zoom (PTZ) Webcam: Pan-Tilt-Zoom cameras have onboard servo-motors that allow the camera to pan the area of interest, tilt to different up/down orientations and zoom in/out on frames, all of which can be controlled remotely. This affords the camera a much larger field of view – typically 360° for horizontal panning and approximately 220° for vertical tilting. Optical zoom capabilities for the cameras are typically twenty (20) times magnification.

Wired Connection (DSL/Cable): This is a direct Ethernet connection between a webcam and a DSL or Cable internet connection. Wired Ethernet provides the best performance in terms of reliability and bandwidth. If there is already internet connectivity at the project site, it is typically a simple process for the Client to procure a second dedicated connection with a Static, Public IP Address through which to stream the live feed from a webcam.

Wireless Connection: Wireless connections involve the addition of a 5.8GHZ wireless router to the wired connection setup. This setup is appropriate when the desired camera location is farther than one hundred (100) meters or three hundred twenty-eight (328) feet (the maximum run for wired Ethernet) from a dedicated internet connection. In this case, it is possible to use a system of wireless antennas to relay the signal from the remote camera to the base station where the internet connection resides. This system is reliable; however, it is more complex to set up as it requires power and antenna installations at multiple locations.

Cellular Connection: In the event that the camera location may be provisioned with power, but no internet connectivity is available at a particular location, a standalone cellular modem may be used to transmit the images and stream the live feed from the webcam. The availability, quality and pricing of cellular coverage changes rapidly with market conditions and network improvements, but most installations utilize a 3G data plan with between 10GB and 20GB of monthly bandwidth. This affords some level of limited video streaming, although the quality, frame-rate and size may need to be reduced based on network speeds and bandwidth availability.

III. WEBCAM SPECIFIC TERMS AND CONDITIONS

1 WEBCAM INSTALLATION AND SETUP: *Couple weeks notice*

Multivista Responsibilities: Multivista will deliver to the Client all webcams and related equipment included with the webcam and connection type(s) specified in Section I (Scope of Services) of the accompanying Agreement and as listed in above. Multivista may assist with and provide support for webcam and connection setup at its discretion, but is not itself responsible for installation or setup of any webcam equipment unless otherwise stated in the Scope of Services of the accompanying Agreement. Multivista will provide the Client and any third party installer(s) contracted by the Client with the systems' settings and configurations required for optimal connectivity between the webcam, its internet connection source and the MDS.

Client Responsibilities: The Client is responsible for providing all of the following, which are necessary to installation and setup of Multivista webcams:

The Client will provide and prepare a suitable camera mounting location with appropriate lines of site to the location of interest for each webcam and in accordance with all local codes and requirements. For Wired Connection webcams, the mounting location must be within three hundred twenty-eight (328) feet of the internet connection source.

The Client will supply all equipment, components and/or materials required for webcam installation not included in above, in the terms of the Agreement or by prior, express agreement by Multivista.

Unless otherwise stated in the Scope of Services of the Agreement, the Client is responsible for the actual installation of all webcams and related equipment including, but not limited to:

Mounting cameras and supporting components

Provisioning and connecting power to the equipment

Provisioning an internet connection to the equipment

If Multivista, per the Scope of Services and terms of the Agreement, assumes the responsibility of installation set forth in Section I, above, it shall not relieve the Client of any other obligations set forth in these terms and conditions. Further, it is acknowledged and agreed that Multivista may, in its sole and absolute discretion, subcontract the installation and setup work to a licensed subcontractor and that a customary mark-up of said contractor shall apply.

- 2 EQUIPMENT MAINTENANCE:** The Client is solely responsible for the maintenance and operation of all webcams and related equipment, except as expressly otherwise stated in this document. The Client will provide an onsite contact who is able to perform basic services as necessary for the maintenance and operation of the webcam including, but not limited to:

Testing

Power-cycling

Checking/confirmation of indicatory status lights

- 3 EQUIPMENT REPLACEMENT:** Multivista will assist the Client with manufacturer warrantee claims/exchanges to the extent of returning defective equipment (as defined by the manufacturer) to the manufacturer and delivering any replacement parts/equipment from the manufacturer to the Client. Multivista is not responsible for any replacement costs or equipment repairs except where Multivista is explicitly responsible for the damage, defect or malfunction of the webcam equipment. Costs of damaged equipment caused by the Client, Force Majeure (see Section 13. of the General Terms and conditions below) or any other party other than Multivista shall be the responsibility of the Client; including all costs associated with repair, replacement, re-setup and reinstallation.

- 4 AVAILABILITY OF SERVICE:** Given the nature of wireless radio engineering it is impossible to predict with absolute certainty that a site will have wireless internet accessibility and coverage. Actual coverage and signal levels may differ from coverage maps provided by a wireless internet provider, and may be affected by things such as terrain, weather and buildings. Multivista does not guarantee wireless coverage.

- 5 INCIDENTAL/INADVERTANT FOOTAGE:** Multivista disclaims any responsibility for conditions, persons or events captured incidentally or in the periphery of the subject the webcam is intended to capture. The Client shall be solely responsible for any claims that arise out of such incidental, inadvertent or peripheral footage captured via the Multivista Webcam service.

- 6 LAWFUL PURPOSE:** The Client may only use the Multivista Webcam service for lawful purpose(s). Transmission of any material in violation of any federal, state or local law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane or material that is protected by trade secrets.

Standard Terms and Conditions

- 1) **SERVICES:** Multivista shall provide professional services in accordance with the above agreed upon scope of work.
- 2) **EXECUTION:** This Agreement becomes effective upon signatures by the authorized representative, of the Client and Multivista and upon receipt by Multivista of a signed original or facsimile transmittal. Multivista is authorized to proceed with services upon receipt of an executed Agreement or written Notice to proceed. If facsimile transmittal is initially sent to Multivista, Client will provide Multivista with a signed original for record as soon as practical.
- 3) **COMPLETION/TERMINATION:** This Agreement shall remain in force until terminated. This contract may be terminated by the Client and/or Multivista, upon fourteen (14) days written notice. In the event of such termination Multivista will be paid the portion of the compensation (and fixed fee, if applicable) earned for services properly performed through the termination date including any retention held by the Client. Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party.
- 4) **STANDARD OF CARE:** Services provided by Multivista under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Multivista makes no warranties or guarantees, either expressed or implied, of the fitness of its documentation for any particular use.
- 5) **INDEPENDENT CONSULTANT:** Multivista is and shall be at all times during the term of the Agreement an independent consultant and not an agent of the Client.
- 6) **COMPLIANCE WITH LAWS:** Multivista will comply with Federal, State, and local laws applicable to the services to be provided under this Agreement.
- 7) **PAYMENT & COLLECTION:** An initial camera fee equal to the total cost of camera is due upon execution of this proposal,. Remaining balance to be invoiced on a monthly basis according to hosting fee. Payments are due in full within 45 days from date of invoice, or according to other terms as agreed to expressly in writing. The Client will be invoiced for work completed. A finance charge of 1-1/2% per month, equivalent to 18% per annum, will be assessed on any amounts outstanding beyond 45-day payment terms. In the event legal action is necessary to enforce the payment provisions of this Agreement if the Client fails to make payment within forty five (45) days of the invoice date, Multivista shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Multivista in connection

therewith and, in addition, the reasonable value of Multivista's time and expenses spent in connection with such collection action, computed at Multivista's prevailing fee schedule and expense policies.

- 8) **OWNERSHIP OF DOCUMENTS:** Specifications, drawings, personal information, or other information given to Multivista by the Client is disclosed in confidence. They shall not be reproduced, copied, disclosed, or used except in connection with the services which are the subject of this agreement. All photos including and all documents on electronic media prepared under this Agreement are instruments of service and are, and shall remain, the property of Multivista, including all intellectual property rights, until such time as they are paid for in full by the Client at which time their ownership shall pass to the Client. The primary purpose of the aforementioned Documentation is to capture details of the construction progress. Multivista makes no warrants as to the professional nature of the photograph. Notwithstanding the foregoing, the underlying proprietary software, processes, procedures and all other proprietary information used to create these instruments of service, including all intellectual property rights associated therewith, shall at all time remain the sole property of Multivista. Notwithstanding the foregoing, Multivista reserves the right to use limited samples of the media and system service prepared for Client (not to exceed 1% of total project images) for Multivista marketing and promotional purposes.
- 9) **CHANGES IN WORK SCOPE:** From time to time, the Client may wish to increase the scope of the documentation, or enroll further projects. Any changes in scope of work shall be bound by this agreement, subject to any further agreements made in writing and signed by all parties to this agreement. Such increases in scope or further enrollments will be considered addendums to this contract and will be billed as set forth herein or as set forth in an Additional Service Agreement (for Detailed Set enrollments).
- 10) **DELAYS:** Multivista shall not be liable for delays in performing or failure to perform its obligations under this Agreement resulting directly or indirectly from, or contributed to by acts of God; acts or failures to act by the Client; acts or failures to act by civil or military authority; governmental priorities; fires; strikes; or labor disputes; accidents; floods; epidemics; failure of the worldwide web, or any other circumstances beyond Multivista's reasonable control, whether similar or dissimilar to the foregoing. The Client or Multivista shall notify the other promptly of any potential delay.
- 11) **EQUAL OPPORTUNITY EMPLOYMENT:** Multivista will comply with federal regulations pertaining to Equal Opportunity Employment. Multivista will comply with applicable local, state, and federal regulations concerning minority hiring. Multivista's equal opportunity employment policy applies to all phases of employment.
- 12) **INSURANCE:** Multivista will maintain \$2,000,000 business liability insurance. Multivista is currently covered by a policy with The Hartford Insurance Company. Multivista will add the Client and the Clients agents as additionally insured on Multivista's policy upon request. Multivista will maintain workers compensation insurance coverage.
- 13) **INDEMNIFICATION/HOLD-HARMLESS:** Multivista shall indemnify and defend the Client and their principals and members, Client's Inspectors, General Contractor, Architect, Architect's consultants, and agents and employees of any of them from claims based on intentional misconduct or gross negligence by Multivista, its employees and agents. Client shall indemnify and defend Multivista for any claims related directly or indirectly to the project that do not result from the sole and direct intentional misconduct or gross negligence of Multivista, its employees and agents.
- 14) **LIMITATION OF LIABILITY:** Client agrees to limit the liability of Multivista for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of Multivista to the Client shall not exceed Multivista's total fee for services rendered under this Agreement.
- 15) **DISPUTES:** Any action for claims arising out of or relating to this Agreement or the project that is the subject of this Agreement shall be governed by the laws of the State of Florida. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation rules of the American Arbitration Association.
- 16) **ATTORNEY FEES:** Should there be any suit or action instituted to enforce any right granted in the contract, the substantially prevailing party shall be entitled to recover its costs, disbursement and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.
- 17) **EXPENSES:** Multivista shall be punctually reimbursed according to Multivista's Standard schedule of rates and fees for any out of contract costs incurred at the Client's written request.
- 18) **WEBCAMS :** live view and/or time lapse photography through the duration of the project to include 3-megapixel resolution at 12 fps and full HDTV 1080p, P-Iris control and day/night functionality, multi-view streaming, digital PTZ and guard tour, and multiple H.264 and motion JPEG video streams. Webcam includes easy visual calendar-based navigation, image select by time of day, zoom in/out, image emailing, current weather conditions, real-time streaming video and more. This also includes online time-lapse playback, interactive slideshow mode and the project dashboard for viewing all of your cameras from a single location. Once your Multivista camera is installed and active, we can provide a method to integrate your camera into your company's website for marketing or promotional purposes. *PoE, Wireless, Cellular and Solar and other camera options are available upon request. Webcams will be mounted for the duration of the project or as directed by client* *Client and/or contractor is responsible for installation of the Webcam. Multivista provides a method to integrate your camera into your company's website for marketing or promotional purposes.

Multivista will perform all work per the selected option for scope of services, standard terms and conditions, and shall be reimbursed for its expenses in accordance with Multivista's Documentation Fees. Upon acceptance of this Proposal Multivista will work diligently to

pursue its work until the completion of this project, consistent with the above referenced Scope of Services. Your acceptance of this Proposal constitutes your authorization and direction to Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Proposal at any time before its acceptance.

The foregoing proposal is accepted by:

Multivista

Signature_____

Printed_____ Kristi J. Vick _____

Title_____ Managing Principal _____

Date_____ 8/5/2016 _____

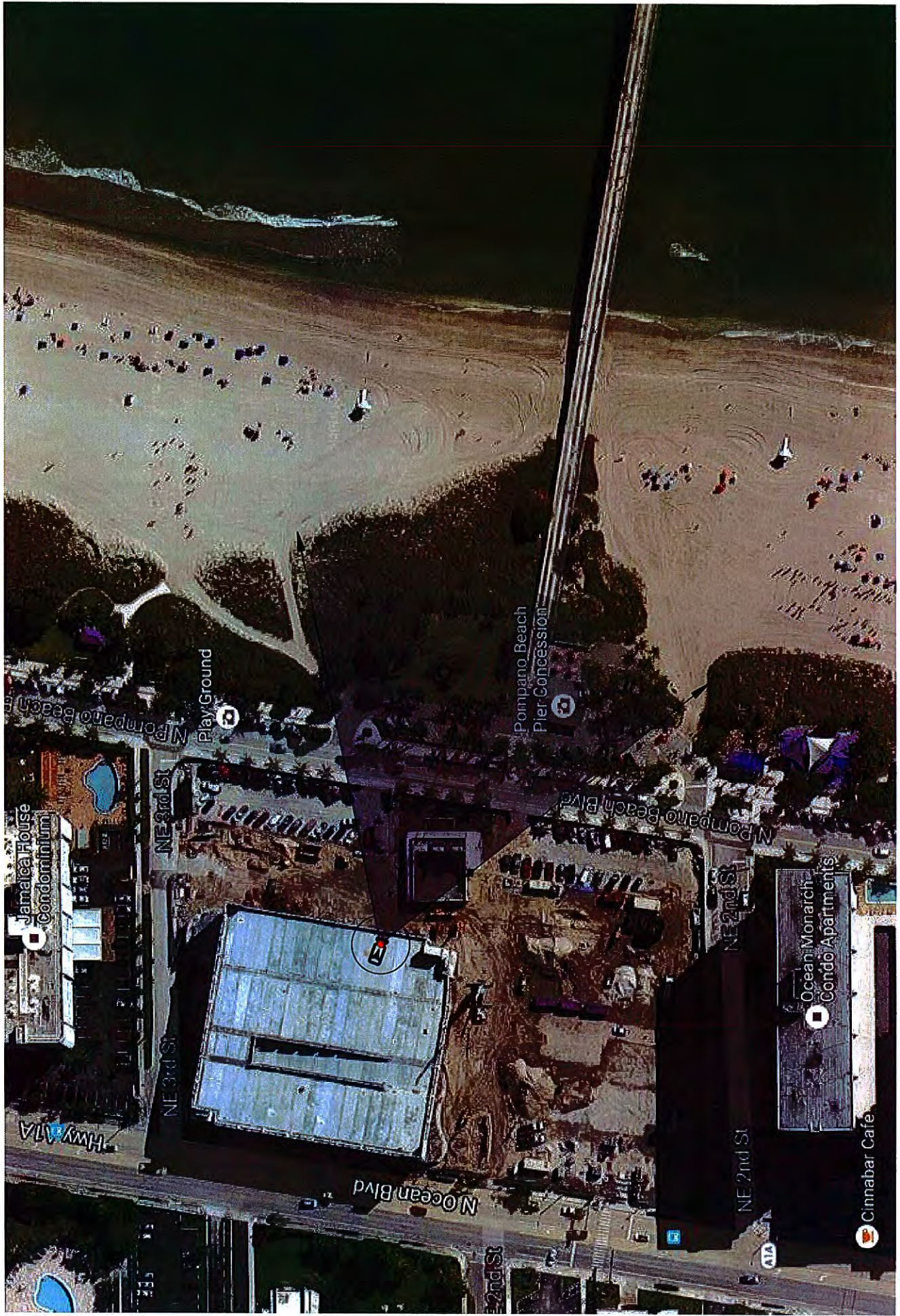
Whiting-Turner

Signature_____

Printed_____

Title_____

Date_____



Zaremba, Frank

From: Kristi Vick - Multivista <k.vick@multivista.com>
Sent: Thursday, January 19, 2017 4:31 PM
To: Zaremba, Frank
Subject: FW: Project Construction Recording (Pompano Pier)
Attachments: Pompano Pier Multivista WEBCAM Proposal- 8-5-2016.pdf

Hi Frank. As discussed yesterday, please see attached webcam quote that was sent to you last August for the Pier project. I will provide UAV (drone) information as soon as I am able, but assuming a once a month aerial slideshow would be approximately \$450/mo

Thanks,

$$\begin{array}{r} \times 19 \text{ mo} \\ \$ 8,550 \end{array}$$

Kristi Vick

Managing Principal

Direct: 561-306-7667

Multivista, 277 SE 5th Avenue, Delray Beach, FL, 33483

Office: 561-272-2223, www.multivista.com

From: Kristi Vick - Multivista
Sent: Friday, August 5, 2016 2:15 PM
To: Blyden, Lorenza <Lorenza.Blyden@whiting-turner.com>
Cc: Zaremba, Frank <Frank.Zaremba@Whiting-Turner.com>
Subject: RE: Project Construction Recording (Pompano Pier)

OK. Please see updated formal agreement based on items requested. Let us know what you decide. What is the timing of this? When would you need it installed by?

Thanks,

Kristi Vick

Managing Principal

Direct: 561-306-7667

Multivista, 277 SE 5th Avenue, Delray Beach, FL, 33483

Office: 561-272-2223, www.multivista.com

From: Blyden, Lorenza [mailto:Lorenza.Blyden@whiting-turner.com]
Sent: Friday, August 5, 2016 1:58 PM
To: Kristi Vick - Multivista <k.vick@multivista.com>
Cc: Zaremba, Frank <Frank.Zaremba@Whiting-Turner.com>
Subject: RE: Project Construction Recording (Pompano Pier)

Kristi,

BID UNIT 32 - LANDSCAPE

<div><div>Pier #016388</div><div><div>WT</div><div>WHITING-TURNER</div></div></div> <div><div>BID TABULATION SHEET</div><div>PROJECT NAME: Pompano Pier</div><div>PROJECT LOCATION: Pompano Beach, FL</div><div>CATEGORY NAME: 32 Landscape</div></div> <div><div>PAGE 1 OF 1</div><div>PREPARED BY:LB</div><div>REVIEWED BY:FZ</div></div>									
COMPANY		Cutting Edge*		Be Green Landscape		Royal Landscape		Bermuda Landscape	
CONTACT		Jim Jankowski		Frank Tursi		Gerald Wetna		Jennifer Jaikissoon	
PHONE		(561) 863-0010		(561) 966-8558		(561) 966-8558		(561) 719-2130	
DESCRIPTION		Bid Amount		Bid Amount		Bid Amount		Bid Amount	
Pompano Pier - Job #016388 Pompano Beach, FL									
SCOPE REVIEW: 32 LANDSCAPE									
Base Bid (Total):									
Schedule of Values:									
1. Sea Oat Liners		Included	\$4,550.00	Included	\$2,100.00	Included	\$2,065.00	Included	\$19,926.83
2. Railroad vine (1 gal.) @10' O.C.		Included	\$112.50	Included	\$82.50	Included	\$78.75	Included	\$0.00
3. Dune Sunflower (1 gal.) 4 plant clusters at 50' O.C.		Included	\$187.50	Included	\$137.50	Included	\$131.25	Included	\$0.00
4. Beach Elder (1 gal.) 2 plant clusters at 50' O.C. Landward Edge of Dune Area		Included	\$44.50	Included	\$36.00	Included	\$46.00	Included	\$0.00
5. Sea Oat Liners at MEP trench, if required, near pier		Included	\$1,950.00	Not Included	\$0.00	Included	\$885.00	Not Included	\$0.00
6. Foot Traffic Protection		Included	\$1,281.00	Not Included	\$0.00	Not Included	\$0.00	Included	\$0.00
7. Warranty - Inspect mitigation area and replant/ so that there is survival of plants as specified the 1st three months and then 80% survival until 1 year after planting. Include 12 mos. watering.		Included	\$5,213.00	Included	\$2,000.00	Combine warranty \$800 Temp Irrigation \$2,254	\$3,054.00	Included	\$0.00
8. Replace damaged plantings north of concession deck damaged by M.E.P. rough-in		Included	\$3,450.00	Not Included	\$0.00	Not Included	\$1,150.00	Not Included	\$0.00
10. City of Pompano Beach Landscape Permit Fee		Not Included		Not Included	\$0.00	Not Included	\$0.00	Not Included	\$0.00
Schedule of Values Subtotal			\$16,788.50		\$4,356.00		\$7,410.00		\$19,926.83
Bid Review Adjustment:									
			\$0.00	Sea Oat Liners at MEP trench, if required, near pier	\$1,950.00			Sea Oat Liners at MEP trench, if required, near pier	\$1,950.00
			\$0.00	Foot Traffic Protection	\$3,000.00	Foot Traffic Protection	\$3,000.00		\$0.00
			\$0.00	Replace damaged plantings north of concession deck damaged by M.E.P. rough-in	\$3,450.00	Replace damaged plantings north of concession deck damaged by M.E.P. rough-in	\$3,450.00	Replace damaged plantings north of concession deck damaged by M.E.P. rough-in	\$1,281.00
			\$0.00			Monthly monitoring per permit	\$1,500.00		
Bid Review Adjustment Subtotal			\$0.00		\$8,400.00		\$7,950.00		\$3,231.00
Owner Accpeted Alternates:									
			\$0.00		\$0.00		\$0.00	Irrigation	\$6,000.00
Owner Accpeted Alternates Subtotal			\$0.00		\$0.00		\$0.00		\$6,000.00
(See Note 4) Total Adjusted Bid			\$16,788.50	Not Responsive			\$15,360.00		\$29,157.83
Local Business Participation		Included	100%	Not Included	N/A	Not Included	N/A	Not Included	N/A
Local Workforce Participation		Included	80%	Not Included	N/A	Not Included	N/A	Not Included	N/A
Small Business Enterprise		Not Included	Pending	Not Included	N/A	Not Included	N/A	Not Included	N/A
Completed, Initialed & Returned Bid Package		Included		Not Included		Not Included		Not Included	
Completed, Initialed & Returned Specific Scope		Included		Not Included		Not Included		Not Included	
Sign Subcontract Agreement w/out caveat									
Addendums		Included		Not Included		Not Included		Not Included	
ALTERNATES									
REQUESTED									
1. Example									
VOLUNTARY									
1. Trim Tree per page 116				Included	\$500.00				
2. Mulch								Included	

Notes/Comments:

* Pompano Based Business

1. Plug numbers from other bidders.

2. Landscape substantial completion begins once pier has been granted C.O.

3. Permit will be billed at cost and paid from overall "Permit Allowance".

4. Cutting Edge Industries is recommended. Cutting Edge's bid is complete. They have included plant size upgrades beyond the size required by spec to improve survivability and they are a local business. Royal Landscape's "Total Adjusted Bid" while appearing lower, includes items that they excluded which were adjusted using Cutting Edge's number, for an apples to apples comparison.

WHITING-TURNER GMP VALUE

EXHIBIT B

SPECIFIC SCOPE OF WORK

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following:

A. Specific Scope of Work Comments: Bid Unit # 32A Landscaping

Description
1. Survey stakes marking the seaward limits of installation will be provided by others. This contractor will confirm that there has been approval of location by the Construction Manager prior to installation.
2. As described in item 29.f of the FDEP permit, the dune restoration area shall be protected (by this subcontractor) from foot traffic or other encroachments. Signs, rope and post/bollard barriers with weighted surface anchors shall be constructed to prevent trampling of vegetation and erosion of the restored dune feature.
3. Inspect mitigation area and replant so that there is survival of plants as specified the 1st three months and then 80% survival until 1 year after planting. As described in note 8 on drawing P-21, this warranty period should ensure compliance with all environmental permits including item 29.g of the FDEP permit, which states that the dune planting area will be surveyed 180 days after the last planting to determine if the planting was successful. Success shall be based on the following criteria: <ul style="list-style-type: none">i. at least 80 percent of the planting units have survived, andii. at least 1,360 sf of the planted area (80%) remains covered ... If success is not achieved, this subcontractor shall replant all deficient areas until the above success criteria is met.
4. Extend the watering duration of the plants as described on P-21 beyond the 30 days described to cover a 1 year guarantee period after planting, to ensure survival of the plants in the percentage specified. Do not expect that anyone else will water the plants, contrary to note 5 on P-21.
5. For the twelve (12) months following the completion of planting, perform monthly inspections and replace/ repair any deficient areas. During these inspections, include repairs to the protection. These inspections shall be coordinated to include designated representatives of the Construction Manager or the City. If requested by the City, at the conclusion of the 1 year warranty period, remove the protection.
6. Provide an as-built drawing and and statement of compliance with the plans and permits, upon completion of the work. The Environmental consultant will then perform a one-time inspection and sign-off.
7. To install electrical conduit for lighting, receptacles, cameras, Wi-Fi, and fiber, it is anticipated that a 50' x 8' (400sf) swath of existing seagrass may be disturbed running in the north south direction, just on the east side of the existing concession stand deck area. A line item is included in the schedule of values for this subcontractor to install a mix of plantings in this disturbed area similar to that specified on drawing P-21.

END OF SPECIFIC SCOPE OF WORK COMMENTS

PROPOSAL FORM
POMPANO BEACH FISHING PIER

Base Bid

Bid Item # 32
Bid Package for: _____
Name of Bidder: Cutting Edge Industries, Inc.

To: The Whiting-Turner Contracting Company
1901 W Cypress Creek Road
Fort Lauderdale, FL 3309
Attn: Lorenza Blyden, Project Engineer OR, Frank Zaremba, Project Manager

From: Cutting Edge Industries, Inc.
2025 NW 15th Ave. Unit B
Pompano Beach FL 33069
Attention: Chrissy Bennett
Telephone No.: (954) 978 - 6311

Lump Sum Price (Base Bid):

Having carefully examined the Contract Documents and having visited the site and examined all conditions affecting the work, the undersigned proposes to perform all work that is required, without exception, as outlined in the Contract Documents for the Lump Sum Price of:

Sixteen Thousand Seven Hundred Eighty-Eight Dollars.
(\$ 16,788.00/00).

The Lump Sum Price indicated above includes all Federal, State and Local Taxes including but not limited to Sales, Use, and Excise Taxes that may be imposed on materials and services provided under this proposal.

Addenda:

The undersigned acknowledges receipt of the following Addenda issued during the bidding period and has included all changes within the base bid:

Addendum No.: <u>1</u>	Dated <u>1/27/17</u>	Addendum No.: _____	Dated _____
Addendum No.: _____	Dated _____	Addendum No.: _____	Dated _____
Addendum No.: _____	Dated _____	Addendum No.: _____	Dated _____
Addendum No.: _____	Dated _____	Addendum No.: _____	Dated _____

Refer to the Exhibits and Attachments for the following parts:

Attachment 1 - Subcontract Acceptance (Pages SCFL1 to SCFL9):



PROJECT: The City of Pompano Beach Fishing Pier
SUBMITTED TO: The Whiting-Turner Contracting Company
BID STATUS: Subcontractor Bidding
BID DUE DATE: 1/31/2017 at 4PM
COST OF WORK

INSTRUCTIONS: Complete the Detailed Schedule of Values (SOV's) only for the applicable Bid Unit that your organization is submitting a proposal for.

Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
Bid Unit 21 - Fire Protection and Plumbing						
1	Sawcut, Remove and Patch Concrete Slab on Grade from existing meter, due east, 4' wide	55	LF		0.00	
2	Hand Dig Trench and Install Underground a 2.5 inch HDPE pipe from existing meter to the pier	1	LS		0.00	East and north directions. Approximately 130'
3	Stainless Steel Unistrut, 2.5" HDPE Pipe, and Straps.	1	LS		0.00	
4	Wall Hydrants and Hose Bibs Including lines from them to the 2.5" main line	1	LS		0.00	
5	Complete Fire Protection System, including Unistrut, HDPE Piping, & Fire Hose Connections	1	LS		0.00	All work shown on FP0.1, & FP1.1
6	P&P Bonds	1	LS		0.00	
7	City of Pompano Beach Plumbing and Fire Department Permit Fee	1	LS		0.00	
TOTAL BID UNIT 21					\$0	

Bid Unit 26 - Electrical						
1	Replace Electrical Panel and Time Clock	1	LS		0.00	
2	Grounding	1	LS		0.00	
3	Sawcut, Remove and Patch Concrete Slab on Grade from Electric Room, Due east, 4' wide	55	LF		0.00	
4	Hand Dig Trench and Underground Conduit from electric room to the pier	1	LS		0.00	East and north directions. Approximately 130'
5	Conduit & Boxes per plans	1	LS		0.00	Attached to beams with over sized ss unistrut
6	Branch Wire	1	LS		0.00	
7	Lighting	1	LS		0.00	
8	Receptacles	1	LS		0.00	
9	3" Schedule 80 PVC Conduit for Future Underwater Camera with pull string/ pull box	1	LS		0.00	
10	Temperature Controlled Enclosure for Modem & Future Camera Equipment	1	LS		0.00	Refer to "Specific Scope" for details
11	P&P Bonds	1	LS		0.00	
12	City of Pompano Beach Electrical Permit Fee	1	LS		0.00	
TOTAL BID UNIT 26					\$0	

Bid Unit 32 - Landscape Mitigation						
1	Sea Oat Liners	700	EA	6.50	4,550.00	
2	Railroad vine (1 gal.) @10' O.C.	15	EA	7.50	112.50	
3	Dune Sunflower (1 gal.) 4 plant clusters at 50' O.C.	25	EA	7.50	187.50	
4	Beach Elder (1 gal.) 2 plant clusters at 50' O.C. Landward Edge of Dune Area	8	EA	6.50	44.80	
5	Sea Oat Liners at MEP trench, if required, near pier	300	EA	6.50	1,950.00	
6	Foot Traffic Protection	1	LS	1281	1281.00	
7	Warranty - Inspect mitigation area and replant/ so that there is survival of plants as specified the 1st three months and then 80% survival until 1 year after planting. Include 12 mos. watering.	1	LS	5213	5213.00	To ensure compliance with environmental permits issued after drawing P-21
8	Replace damaged plantings north of concession deck damaged by M.E.P. rough-in	500	SF	6.90	3,450.00	Assume similar mix of planting as the mitigation area
9	City of Pompano Beach Landscape Permit Fee	1	LS		0.00	* will be billed @ cost
TOTAL BID UNIT 32					\$0	

\$ 14,788.00 * Permit will be Billed at Cost.

Check one of the boxes below:

- ☒ We have read and accept all conditions of the Whiting-Turner (W-T) standard subcontract form and would enter into an agreement upon W-T's acceptance of this proposal.
- ☐ We have read and do not accept all conditions of the W-T standard subcontract. (Attached is a letter explaining proposed changes) Upon W-T's acceptance, we would enter into an agreement with Whiting-Turner.
- ❖ Any proposed changes to the subcontract form submitted with the proposal may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Initial and submit this exhibit with the Proposal Form

Exhibit A – Insurance Requirements:

Check one of the boxes below:

- ☒ We meet all the insurance criteria shown in Exhibit A. (Note all participants whose personnel touch foot onto the new or existing pier must provide confirmation of longshoreman's insurance.)
- ☐ We do not meet all the insurance criteria in Exhibit A. (Attach a list of insurance exceptions taken and a cost increase to meet the limits specified in Exhibit A)

Initial and submit this exhibit with the Proposal Form

Exhibit B – Scope of Work (General & Specific)

Check one of the boxes below:

- ☒ We received and reviewed the Scope of Work and make no exceptions. (Do not attach the scope of work).
- ☐ We received and reviewed the Scope of Work and make the following exceptions. (Attach the list of exceptions)
- ❖ Checking this box may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibit C – Equal Employment Opportunity (EEO)

- ☒ EQUAL EMPLOYMENT OPPORTUNITY: There are incorporated in this proposal the provisions of Executive Order 11426 as amended by the President of the United States on Equal Employment Opportunity and the rules and regulations issued pursuant thereto with which undersigned agrees that he will comply unless exempted.

Exhibit D – Subcontractors & Vendors List

- ☒ Complete, initial and submit this exhibit with the Proposal Form.

Exhibit E (Schedule Discussion) & Exhibit E1 (Bar Chart Schedule)

Check one of the boxes below:

- ☒ We received and reviewed the schedule and take no exception to this.
- ☐ We received and reviewed the schedule and take the following exceptions. (Attach the list of exceptions)

Initial and submit this exhibit with the Proposal Form

Exhibit F – Safety & Exhibit G – WT Invoicing / Release Forms

Do not attach these Exhibits with the Proposal Form.

Check one of the boxes below:

- ☒ We received and reviewed the above items and take no exception to them.
- ☐ We received and reviewed the above items and take the following exceptions. (Attach the list of exceptions)

❖ Exceptions to these documents may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibit H – Bid Bond Form

- The following scopes of work will be required to provide bid bonds: 05A-Handrail, 10A-Shade Structures, 21-Fire Protection, 26-Electrical, 35-Marine.
- Originals of the bid bonds must be delivered to Whiting-Turner within 48 hours of the bid due date. Copy of Bid Bond must be submitted with bid.
- Surety issuing Bid Bond should be listed on the US Department of the Treasury list of approved Sureties.
- ☐ Standard Whiting-Turner unmodified Bid Bond.
- ☐ Unmodified WT Addendum (attached), and AIA Document A310 – 2010.

Exhibit H1 –Payment and Performance Bond Forms

- ☐ All bidders required to provide a bid bond will be required to provide the attached unmodified Payment and Performance Bonds executed by the bidder's surety, upon acceptance of bid by Whiting-Turner and the issuance of a subcontract to the bidder.

Exhibit I (Not Used)

Exhibit J (Drawing Log)

Check one of the boxes below (do not submit this exhibit):

- ☒ We have received and/or reviewed all the contract documents pertaining to this project.
- ☐ We have not received and/or reviewed all the contract documents pertaining to this project. (Submit a list of all contract documents you received and/or reviewed)
- ❖ (Note that it is the subcontractor's responsibility to review and ensure compliance with all contract documents. All contract documents are available for review at W-T's office) Checking this box shall be an unacceptable Qualification and shall make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibits K – N (Pricing Breakdown Schedule (SOV's), Voluntary Alternate Pricing, Unit Prices, and Quantities)

- ☒ Complete, initial, and submit these exhibits with the Proposal Form. Note that the Total Bid Unit Amount on SOV's should match the Base Bid amount on Page 1 of this Proposal Form.

Exhibit O – Subcontractor Information Sheet

- ☐ Complete, initial, and submit this exhibit with the Proposal Form.

Exhibit P - Local Business Participation

- ☒ LOCAL BUSINESS PARTICIPATION:

1. Local business is defined as any business within the city limits of Pompano Beach. Submit the attached "Local Business Participation Form with this bid. The project local participation goal is to exceed **20%**. Utilization of local businesses will be considered as a factor in bid evaluations.

2. Estimated Local participation (**base bid**):

Total Local Participation: 100 %

\$ 5500

Initial and submit this exhibit with the Proposal Form

** subject to specific plant availability*

Exhibit Q – Local Workforce Participation

- ☒ LOCAL WORKFORCE PARTICIPATION:

1. Local workforce is defined as any resident living within the city limits of Pompano Beach. A Local Workforce Participation Summary documenting the names and addresses of the local project participants will be submitted with each monthly progress billing. The project local Workforce participation goal is to exceed **20%**. Local workforce utilization will be considered as a factor in bid evaluations.

2. Estimated Local Workforce (**base bid**):

Total Local Participation: 190 Hours = 80 % (of estimated total man hours)

Estimated number of local workers utilized: 4 Each

Initial and submit this exhibit with the Proposal Form

Exhibit R – Small Business Enterprise (SBE) Participation

☐ SMALL BUSINESS ENTERPRISE PARTICIPATION:

N/A.

1. The definition for an SBE, for the purpose of the City's voluntary program is taken from the State of Florida Statute 288.703(1). Each bidder must submit the Small Business Participation form with this proposal. In addition, an SBE Participation summary form must be submitted with each monthly progress billing. The project voluntary small business participation goal is to exceed **15%**.

2. Estimated SBE participation (base bid):

3. Total SBE Participation:

~~0~~ %

\$

~~0~~

Initial and submit this exhibit with the Proposal Form

Attachments 3, 4 & 5 – Owner/ CMAR Agreement, Geotechnical Report, and Staging/ Access Plan, (All Posted on the Project Box.com website)

Check one of the boxes below:

- ☒ We have received and/or reviewed all of the above referenced documents.
- ☐ We have not received and/or reviewed all the contract documents pertaining to this project. (Submit a list of all contract documents you received and/or reviewed)
- ❖ (Note that it is the subcontractor's responsibility to review and ensure compliance with all contract documents. All contract documents are available for review on the W-T Box.net site referenced herein and also available at W-T's office) Checking this box shall be an unacceptable Qualification and shall make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Do not attach these Attachments the Proposal Form.

Additional Information to be Provided only by: Bid Unit 35 – Marine Contractor

- N/A.
- ☐ Provide a written explanation of milestone dates on the schedule information provided that differs significantly from those projected by this subcontractor.
- ☐ Provide the following information regarding Equipment to be used on the pier, with the bid submittal:

- The Pier piling and pile caps have been designed to carry a mobile crane with 100 ton capacity. Prior to use the contractor must design temporary support beam to carry the crane, provide details regarding proposed crane support. Crane loading must be approved by Engineer of Record prior to use.*
- Crane Loading Diagram must include:*
 - Vehicle weight and positioning
 - Material weight being transported on pier
 - Construction sequence diagrams and procedures for lifting
- Material properties and strengths of proposed mats or beams.*

Initialed by:
Contractor:

Subcontractor:

THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

CONCLUSION: The undersigned agrees that they will not modify, withdraw or cancel this proposal or any part thereof for ninety (90) days after the date for the receipt of bids.

The undersigned has carefully reviewed the General Conditions and Standard Subcontract Agreement and agrees with all terms and conditions without any exceptions to these documents. If this proposal is accepted, the undersigned agrees to execute the Form of Agreement and to provide all necessary bonds and insurance certificates within five (5) days of award of subcontract or prior to start of work, whichever comes first.

Witness: _____
Signature _____
Name _____
Title _____
Date 2/2/17

Cutting Edge Industries, Inc.
Bidder, Firm or Corporate Name

2025 NW 15th Ave, Unit B
Address
Pompano Beach FL 33069

Bidder: _____
* Signature _____
Suzi Ford
Name _____
Chief Operations Director
Title _____
2/2/17
Date

* The Proposal must be signed by a representative legally empowered to commit the company.

Initialed by:
Contractor

Subcontractor:

THE WHITING-TURNER CONTRACTING COMPANY

ENGINEERS AND CONTRACTORS

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

1901 WEST CYPRESS CREEK ROAD, SUITE 101
FORT LAUDERDALE, FLORIDA 33309
954-776-3300

INSTITUTIONAL
COMMERCIAL
CORPORATE
TECHNOLOGY
INDUSTRIAL/PROCESS
INFRASTRUCTURE
SUSTAINABILITY

ADDENDUM NO. 1

January 27, 2017

All Bidders:

Regarding: Pompano Beach Fishing Pier Bid Package

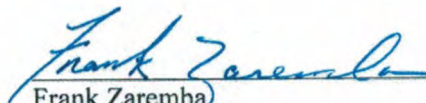
Each recipient of this Addendum #1 to the bid who responds to the bid acknowledges all of the provisions set forth in the Invitation to Bid and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change and/or add information and become part of the above referenced Invitation to Bid.

- 1) Bid date and time is hereby extended to February 2, 2017 at 4:00pm.
- 2) Regarding Plumbing – Bid Unit 21, the FDC on FP0.1, please price this work as a "Voluntary Alternate" on the first page of Exhibit "L", recognizing that some details for this concept may not be fully developed, please do include related clarifications for this item on that same page.
- 3) Regarding Plumbing – Bid Unit 21, 2" IPS HDPE is acceptable in lieu of the 2.5" shown on the plans for potable water.
- 4) Regarding the irrigation system, landscapers - Bid Unit 32A, please refer to the attachment from our environmental permit regarding restrictions for the use of an irrigation system.
- 5) Regarding Irrigation and Landscaping - Bid Unit 32A, also illustrated on Exhibit Z is the location of a City irrigation valve box with a ¾" quick coupler that is available for a water source. Additionally, a temporary irrigation zone is a possible option that bidders may want to pursue for watering the newly installed plants. Any installation of this irrigation system must not be a tripping hazard. Any temporary watering system must be removed as required by the environmental permit (#3 above). Kindly provide a description of your temporary watering approach with the proposal. If the landscape contractor chooses to irrigate, Whiting-Turner's superintendent will assist by performing daily inspections as required in #3 above until the overall pier project is deemed substantially complete by the engineer.
- 6) Regarding Testing and Inspection – Bid Unit 2A, the orientation is corrected to portrait from landscape. No other change.
- 7) Regarding Shade Structures – Bid Unit 10A, Exhibit Aa is attached identifying approximate dimensions.

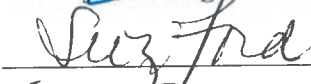
Bidders must acknowledge receipt of this Addendum in the space provided below. This addendum forms an integral part of the bid documents and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

ISSUED BY:

The Whiting-Turner Contracting Company


Frank Zaremba
Project Manager

BIDDER: Signed By:


Print Name: Suzi Ford

Title:

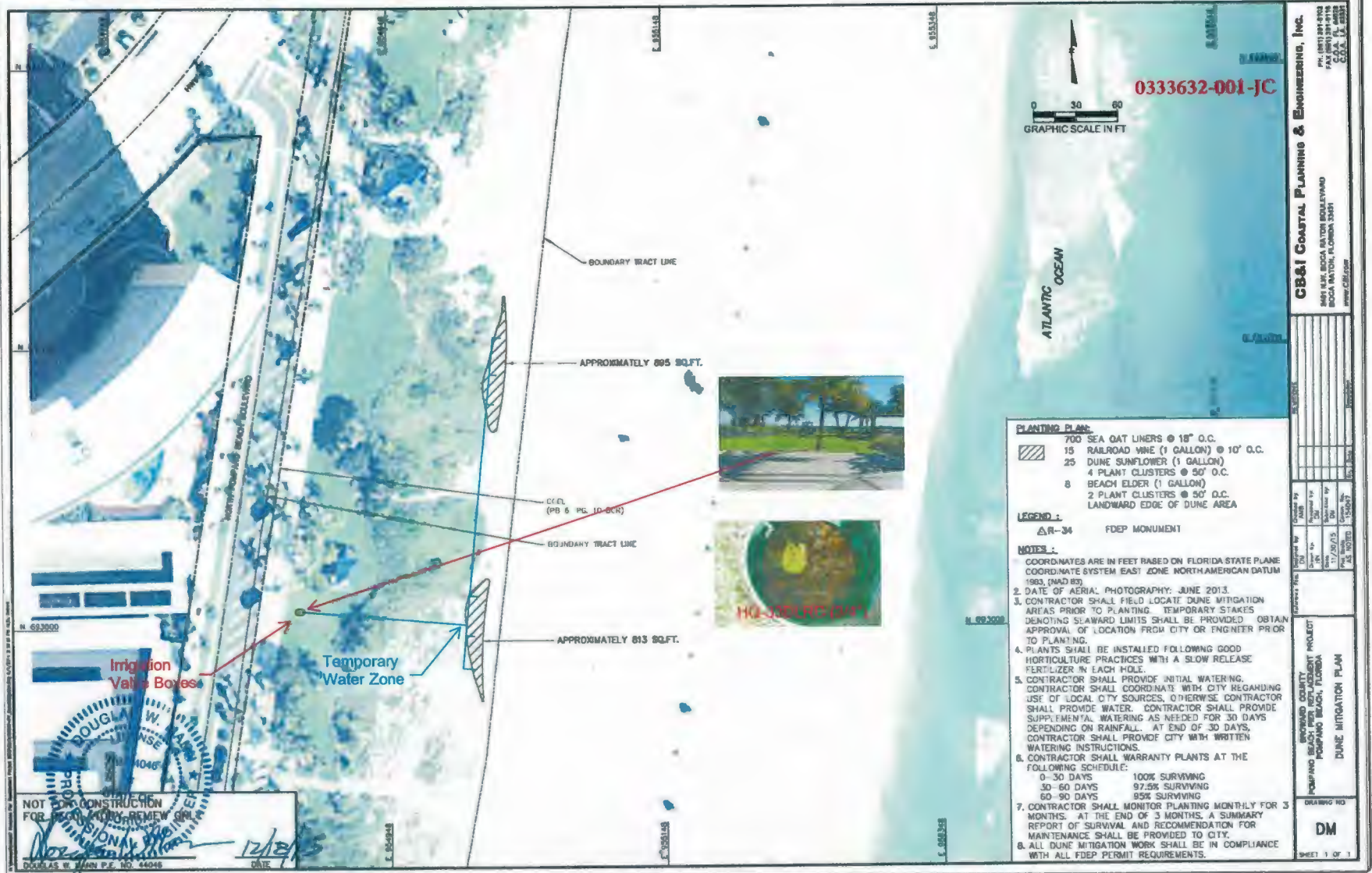
Chief Operations Director

Date:

2-2-17

topography is continuous with the natural dune features in the area. Side slopes shall match the slope of natural dunes in the area or shall be equal to or less than the angle of repose for the proposed fill material, and in no case shall it exceed a 1:3 (vertical:horizontal) slope. The crest elevation of the restored dune shall be set at the crest elevation of natural dunes in the area.

- c. The Permittee shall plant the restored dune with a minimum of three different species of native salt-tolerant vegetation, including a minimum of 70 percent coverage by dune grasses. Planting materials shall be appropriate to the region of the planting site. Dune restoration plants shall be spaced throughout the designated area in staggered rows, at a maximum distance of 18 inches on center. Grasses shall be planted at least 6 inches deep. The Permittee shall fertilize and water-in the planting units at the time of installation, and shall only irrigate and fertilize as necessary until the plants are established and meet the survival criteria below. If the dune planting is not trending toward success, the Permittee, may replant at any time.
- d. Irrigation systems, if proposed, shall be entrenched 1 to 3 inches below grade so as not to pose a barrier to marine turtle hatchlings and to allow for easy removal. Irrigation piping shall avoid all marked nests by a minimum of ten (10) feet. The irrigation system shall be designed and maintained so that watering of the unplanted sandy beach does not occur. If a marine turtle nest is deposited within the newly established dune planting area, the Permittee shall modify the irrigation system so that watering within 10 feet of the nest does not occur. Daily inspection of the irrigation system shall be conducted by the Permittee to ensure compliance with this condition.
- e. Irrigation systems and other structures placed during plant installation and initial cultivation shall be removed within thirty days from the submittal of the final project certification, but only after the Department has acknowledged planting success.
- f. The dune restoration area shall be protected from foot traffic or other encroachments. Signs, rope and post/bollard barriers with weighted surface anchors shall be constructed to prevent trampling of vegetation and erosion of the restored dune feature.
- g. The Permittee shall survey the dune planting area 180 days after the last planting to determine if the dune restoration has been successful. Success shall be based on the following criteria:
 - i. at least 80 percent of the planting units have survived, and



- PLANTING PLAN:**
- 700 SEA OAT LINERS @ 18" O.C.
 - 15 RAILROAD VINE (1 GALLON) @ 10' O.C.
 - 25 DUNE SUNFLOWER (1 GALLON)
 - 4 PLANT CLUSTERS @ 50' O.C.
 - 8 BEACH ELDER (1 GALLON)
 - 2 PLANT CLUSTERS @ 50' O.C.
 - LANDWARD EDGE OF DUNE AREA

LEGEND:

Δ R-34 FDEP MONUMENT

- NOTES:**
- COORDINATES ARE IN FEET BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM 1983 (NAD 83).
 - DATE OF AERIAL PHOTOGRAPHY: JUNE 2013.
 - CONTRACTOR SHALL FIELD LOCATE DUNE MITIGATION AREAS PRIOR TO PLANTING. TEMPORARY STAKES DENOTING SEAWARD LIMITS SHALL BE PROVIDED. OBTAIN APPROVAL OF LOCATION FROM CITY OR ENGINEER PRIOR TO PLANTING.
 - PLANTS SHALL BE INSTALLED FOLLOWING GOOD HORTICULTURE PRACTICES WITH A SLOW RELEASE FERTILIZER IN EACH HOLE.
 - CONTRACTOR SHALL PROVIDE INITIAL WATERING. CONTRACTOR SHALL COORDINATE WITH CITY REGARDING USE OF LOCAL CITY SOURCES. OTHERWISE CONTRACTOR SHALL PROVIDE WATER. CONTRACTOR SHALL PROVIDE SUPPLEMENTAL WATERING AS NEEDED FOR 30 DAYS DEPENDING ON RAINFALL. AT END OF 30 DAYS, CONTRACTOR SHALL PROVIDE CITY WITH WRITTEN WATERING INSTRUCTIONS.
 - CONTRACTOR SHALL WARRANTY PLANTS AT THE FOLLOWING SCHEDULE:

0-30 DAYS	100% SURVIVING
30-60 DAYS	97.5% SURVIVING
60-90 DAYS	95% SURVIVING
 - CONTRACTOR SHALL MONITOR PLANTING MONTHLY FOR 3 MONTHS. AT THE END OF 3 MONTHS, A SUMMARY REPORT OF SURVIVAL AND RECOMMENDATION FOR MAINTENANCE SHALL BE PROVIDED TO CITY.
 - ALL DUNE MITIGATION WORK SHALL BE IN COMPLIANCE WITH ALL FDEP PERMIT REQUIREMENTS.

NO.	REVISION	DATE	BY



Proposed Concrete and Wood Pier for:
Pompano Pier
 Pompano Beach, Florida

DRAWN CHECKED DATE MAY 2016 SCALE AS NOTED	SEAL (Signature)	SHEET P-21 PROJECT NO 13-590
---	---------------------	---------------------------------------

DATE: May 18, 2016 - 11:58am - S:\013-590\013-590\013-590.dwg - User: jason - Plot: 13-590.dwg

EXHIBIT B

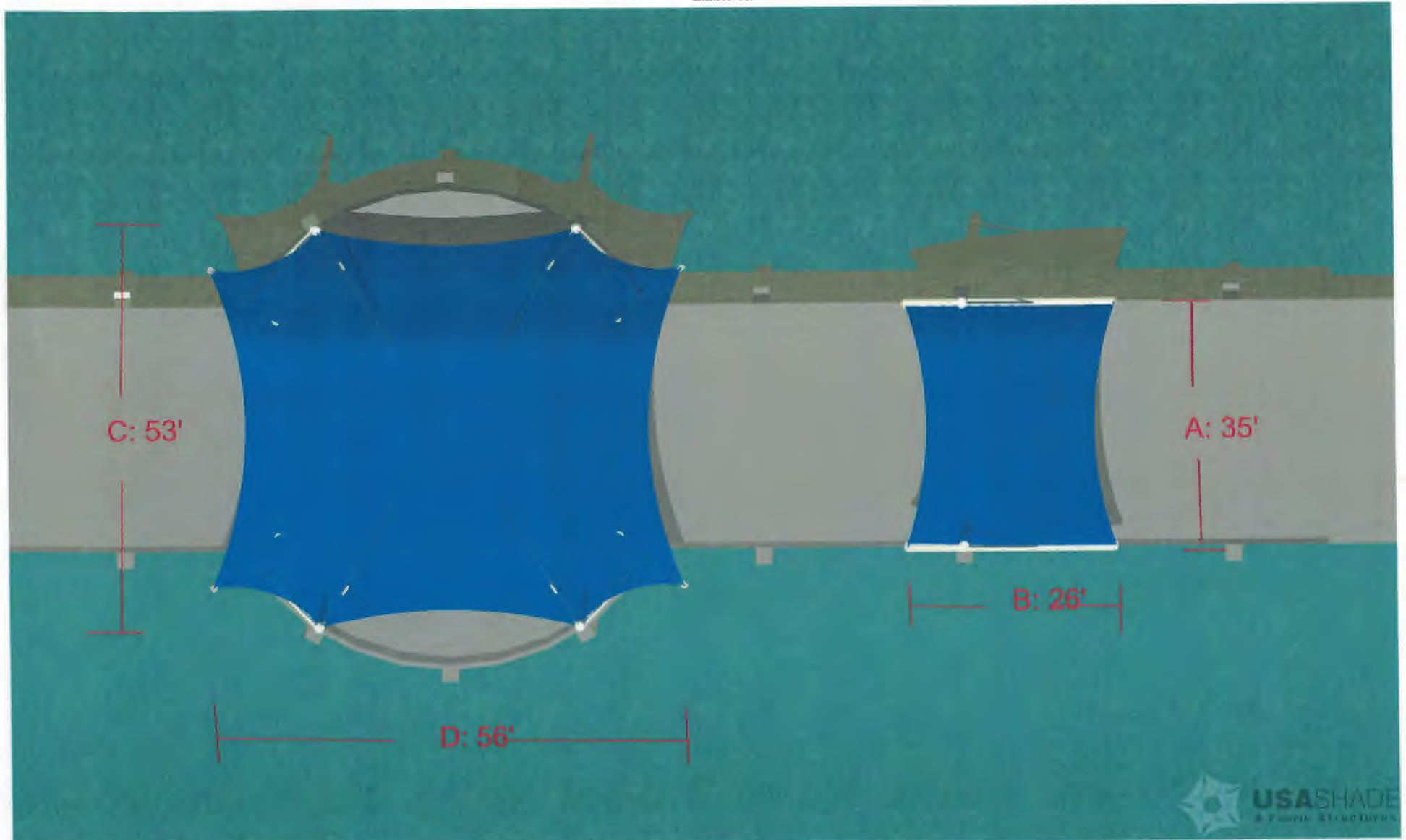
SPECIFIC SCOPE OF WORK

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following:

A. Specific Scope of Work Comments: Bid Unit #2A Testing and Inspection

1. Provide testing and inspection services as outlined in the SOV's and elsewhere herein.

END OF SPECIFIC SCOPE OF WORK COMMENTS



Pompano Beach Pier

sketch 01 B

12.06.16 azr

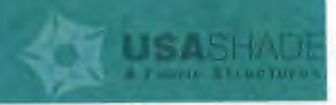


EXHIBIT D

Subcontractors & Vendors List

1. 2nd Tier Subcontractors/Suppliers

Please use additional page as necessary.

NAME	ADDRESS	PHONE	CONTACT NAME	APPROXIMATE CONTRACT AMOUNT
Site One	1701 NW 33rd St. Pompano Beach 33064	954.977.4445	Kerin Riddle	\$ 1500.00
*Because of the variety of dune restoration plants, the nursery that will be purchased from will be based on availability + quality at time of install.	(CB)			

(CB)

Exhibit O

Subcontractor Information Sheet (2 Page)

1. Company Name Cutting Edge Industries, Inc.
2. Item of Work Landscape - Tree Mitigation
3. Address 2025 NW 15th Ave, Unit B3 Pompano Beach
33069
4. Office Phone Number 954.978.6311
5. Office Fax Number 954.978.3328
6. Field Office Phone Number same
7. Field Office Fax Number same
8. Company CEO/President Jim Jankowski
9. Field Superintendent/Foreman German Hernandez
10. Project Manager/Engineer Chrissy Bennett e-mail Chrissy@cutting
edgefl.com
11. Other Key Personnel Suzi Ford e-mail suzi@cutting
edgefl.com
12. Emergency Phone Numbers (Home or pager or other, please specify)

Name	<u>Jim Jankowski</u>	Title:	<u>Pres. + CEO</u>	Phone No.	<u>561.222.0037</u>
Name	<u>German Hernandez</u>	Title:	<u>Field Supervisor</u>	Phone No.	<u>561.860.5927</u>
Name	<u>Chrissy Bennett</u>	Title:	<u>Office Manager</u>	Phone No.	<u>561.275.9054</u>
13. Insurance Company Agent

Name	<u>Scott Schoen, Warren Ins.</u>	Phone No.	<u>561.362.6005</u>
Address	<u>900 Peninsula Corporate Lakes #102</u> <u>Boca Raton FL 33487</u>		
14. Bonding Company Agent

Name	_____	Phone No.	_____
Address	_____		
15. License Number Broward
County B1072 Lic. No. _____

16. Federal ID Number 27-3192549

EXHIBIT P

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Prime Contractor's Name: Cutting Edge Industries

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>
Site One 1701 NW 33rd St. Pompano Beach	Karin Biddle 561.676.3706	Irrigation Supplies	On acct Purchase for job \$1500
Sup Kiss Nursery 2101 N. Dixie Hwy Pompano Beach	954.943.0550	Plant Purchase	Plant Purchase } 4000
Nuturf & Pompano 2601 N. Dixie Hwy Pompano Beach	954.942.8409	Plant Purchase	Plant Purchase }

* Request from suppliers as well.

QB Initial

Local Business
Participation 100%

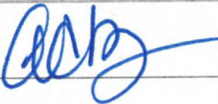
Depending on Specific
Plant Availability

EXHIBIT Q
CITY OF POMPANO BEACH
LOCAL WORKFORCE UTILIZATION REPORT

PRIMARY TRADE CONTRACTOR: Cutting Edge Industries, Inc.

REPORTING PERIOD: _____

LIST OF ALL EMPLOYEES	ADDRESS (INCLUDING ZIP CODE)	START DATE - END DATE	CLASSIFICATION	LOCAL RESIDENT MANHOURS	NON-LOCAL RESIDENT MANHOURS	TOTAL MANHOURS
FOR BID PURPOSES LIST CLASSIFICATION ONLY	FOR BID PURPOSES INDICATE ONLY "LOCAL RESIDENT" OR "NON-LOCAL"	N/A FOR BID	I.E. OPERATOR, LABORER, CARPENTER, ETC.	-	-	-
Laborer	Local + Non Local	N/A	Laborer	40	50	90
Management	Local	N/A	Supervisor	120		120
Admin.	Local	N/A	Admin	30		30
Total						240

Executed by (Signature): 

Date: 2/2/17 Phone: 954.978.6311

*For each employee listed on this report as a local resident, a picture ID (Driver's License, State ID or Passport) with the monthly pay request.

Local Resident
Manhours: 60 %

Exhibit R
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Contractor's Name: _

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ____YES ____NO

*In process of obtain SBE certification
CJA Initial

Be Green Landscape Contractors, Inc.

611 Industrial Avenue
Boynton Beach, FL 33426
ISA CERT# FL-6274A
Phone # 561-966-8558
BGLCINC@GMAIL.COM

Estimate

Date	Estimate #
1/31/17	2506

Bill To:	Service Address:
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The Whiting-Turner Contracting Company
1901 W. Cypress Creek Rd. Ste 101
Ft. Lauderdale, FL 33309

Pompano Beach Pier
Pompano Beach, FL

Qty	Description	Item Cost	Total
700	Sea Oak Liners 18" OC	3.00	2,100.00
15	Railroad Vine 1 GAL @ 10' OC	5.50	82.50
25	Dune Sunflower 1 GAL	5.50	137.50
	4 Plant Clusters at 50' OC		
8	Beach Elder 1 GAL	4.50	36.00
	2 Plant Clusters at 50 OC		
	Landward edge of dune area		
1	Irrigation (Includes: battery, timer and temp drip irrigation)	2,000.00	2,000.00
	ALT #1 - Trim Tree per page 116		
	\$500.00		
Scope is incomplete. Does not appear to have looked at bid package. Refer to Cutting Edge for complete response.			

Total **\$4,356.00**

Note 1: Permit Fees are not included.

Note 2: One year warranty on trees. Payments to be made as follows:

50% deposit due prior to commencement. Balance due upon completion. If any of the payments remain unpaid after the term of thirty days the customer agrees to a service charge of 1.5%(18% per annum). If collections is commenced by Be Green Landscape Contractors, Inc. customer agrees to pay reasonable fees, court costs, and all unpaid balances should accrue interest at the highest rate permitted by law.

Be Green Landscape Contractors, Inc. will not be held responsible for damages to any underground utilities. Owner is responsible for locating & marking any underground lines. Owner/Customer indemnifies & holds Be Green Landscape Contr., Inc. harmless from any damages or claims of damages related to any underground lines or cables. Transplanted trees are not guaranteed. Be Green Landscape Contractors, Inc. is not responsible for replacing any material due to acts of God.

Royal Landscaping
9858 Clint Moore Rd.
C-111 #246
Boca Raton, FL 33496

561-865-2700
561-865-2705

Quotation

Quote Number:
1654

Quote Date:
Feb 3, 2017

Quoted to:

Whiting-Turner Contracting Co.
1901 W. Cypress Creek Rd.
Suite 101
Ft. Lauderdale, FL 33309

Project:

Pompano Fishing Pier
Dune Restoration

Page:
1

Quote good thru:

3/5/17

Quantity	Description	Unit Price	Extension
	Quoed per plan by CB+1 dated 5/2016		
700.00	Sea Oat liners	2.95	2,065.00
15.00	Railroad vine #1	5.25	78.75
25.00	Dune Sunflower #1	5.25	131.25
8.00	Beach elder #1	5.75	46.00
300.00	Sea Oat liners	2.95	885.00
1.00	Warranty - inspect, and replant to 80% first year	800.00	800.00
1.00	Replace damaged plantings N of concession deck damaged by MEP rough in 500sf	1,150.00	1,150.00
1.00	Temporary irrigation on city water source (16 Hunter spray heads and or PVC risers) (1 Hunter electric valve in 10"box) (Hunter battery operated controller with latching solenoid) EXCLUDES: Permits or fees Foot traffic protection or maintenance Monthly monitoring reports for 1 year Maintenance of traffic ADD/ALTS: For monthly monitoring/reports for 1 year add \$1,500	2,254.00	2,254.00
		Subtotal	7,410.00
		Sales Tax	
		Total	7,410.00



▲ 10689 Heritage Boulevard
Lake Worth, FL 33467
(561) 432-0300
Fax (561) 432-1123

PROPOSAL #: 10859

DATE: 1/31/2017

Customer

Whiting Turner

Project

Pompano Bch Fishing Pier-Saltwater Mitigation

Pompano Beach, FL

Landscape

Telephone	Fax	Sales Rep Jennifer Jaikissoon	Terms UPON RECEIPT	Original Plan Date	Revised Date
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Quantity	Description	
<u>Plant materials and Installation</u>		
700	Sea oats	liners
15	Railroad vine	1 gal
25	Dune sunflower	1 gal
8	Beach elder	1 gal
<u>Signs, rope, timbers</u>		
4	Signs	
450	5/8" Rope, nylon; 450 feet per foot	per foot
24	Landscape timbers	each
12	Field reports monthly for 1 year	month
1	Annual monitoring report	annual
4	Maintenance quarterly for 1 year	quarterly
1	Warranty & mobilization	
7	Backfill Soil, Plants	Cu. Yd.
150	Mulch	Bags

TOTAL: \$ 19,926.83

ADD / ALTERNATES

1	Irrigation	\$ 6,000.00
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Payments to be made as follows: \$ Deposit must be received prior to work commencement. \$ Progress payment due when 2/3 of material and/or work as listed above has been installed. The balance is due upon completion. Bermuda Landscape will notify the customer upon completion. If any of the payments remain unpaid after a term of 30 days, the customer agrees to a service of 1.5% (18% per annum). If collections are commenced by Bermuda Landscape & Design, Inc., Customer agrees to pay reasonable fees, court cost, and all unpaid balances shall accrue interest at the highest rate permitted by law.

Bermuda Landscape & Design, Inc. will not be held responsible for damages to any underground utilities. Owner is responsible for locating and marking all underground lines. Owner/Customer indemnifies and holds Bermuda Landscape & Design, Inc. harmless from any damages or claims of damages relating to underground lines or cables. Transplanted trees are not guaranteed. Bermuda Landscape & Design, Inc. is not responsible for damages to walkway, driveways, sprinklers or sod should we be required to cross any. Any guarantees or warranties shall commence the day the material is planted. Bermuda Landscape & Design, Inc. is not responsible for replacing any material that is damaged due to Acts of God or did not receive proper maintenance, i.e. water, fertilizer, insecticides, lethal yellowing, ect. All guarantees and warranties are null and void if contract is not paid in full and/or as per the above payments terms. It is the customers' responsibility to carry insurance against theft, Acts of God, ect. on all planted material. (Proposal may be withdrawn if not accepted within 30 days.)

Bermuda Landscape & Design Inc.

Company Name:

Date:

Customer Signature

By:

Date:

Visit Us At Bermudalandscape.com

Print Name and Title:

Important Notes & Exclusions:

→


The materials below are not available as specified in the plans. Our proposal pricing reflects what is available.

	Plan Specification	Proposed & Available
Trees / Palms		
No Change		
Shrubs / Ground Cover		
No Change		

Exclusions:**Applied**

→	Rough Grade with specified planting soil. This proposal assumes the Site Contractor is excavating and installing proper soils per the plans and specifications or as required by the municipality to rough grade.	X
→	Grade Cut for areas to receive Rock, Compacted base, or Soil Blanket	X
→	Relocations or Removals of Existing Trees or Vegetation	X
→	Any Waterproofing or Patching	X
→	Soil & Rock quantities are "Not to Exceed Amounts"	X
→	Warranty on Collected Specimen Trees (See Specimen Tree Warranty Below)	X
→	Permit Fees	X
→	Any Density Testing or Engineer Inspections	X
→	Excludes Tree Protection	X
→	MOT - If needed, assumed by General Contractor	X
→	Hand Watering when not on-site between Phasing. No material will be installed if Automatic Irrigation is not in operation.	X
→	Leak Test on Green Roof & Upper story planters. Leak test to be certified by others and distributed to Bermuda Landscape upon completion before installation of materials. (If Applicable)	X
→	Bond Cost	X
→	Maintenance more than 30 days from date each item is installed	X
→	Removal of Lime Rock or Compacted Base Material	X
→	Soil Blanket for Sod Areas, if applicable	X
→	Textura Fees	X
→	Overhead Fees or additional cost for OCIP & CCIP	X

BID UNIT 35 - MARINE

BID TABULATION SHEET				
Pier #016388		PROJECT NAME: Pompano Pier		PAGE 1 OF 1
		PROJECT LOCATION: Pompano Beach, FL		PREPARED BY:LB
CATEGORY NAME: 35 Marine		REVIEWED BY:FZ		
COMPANY	Murray-Logan	Shoreline Foundations	Ed Waters & Son	
CONTACT	Marty Murphy	Susan Stokes	Rick Mascaro	
PHONE	(877) 360-4373	(561) 248-0903	(305) 887-1687	
DESCRIPTION	Bid Amount		Bid Amount	
Pompano Pier - Job #016388 Pompano Beach, FL				
SCOPE REVIEW: 35 Marine				
Base Bid (Total):				
Schedule of Values:				
General/ Demolition				
Mobilization	Included	\$593,504.00		
Demobilization	Included	\$249,050.00		
Monitoring of Existing Concession Structure & Nearby Condominium	Included	\$6,750.00		
Means to Support Foundation of Concession Structure and Concession Block Column	Included	\$6,325.00		
Furnish & Install Temporary and Permanent Signage Required by Env. Permits	Included	\$2,875.00		
Prepare/ Implement a Storm Water Prevention Plan	Included	\$12,500.00		
Underwater Level I Video of Bottom around Pier (Before/ After)	Included	\$14,112.00		
Maintain Complete Road Closure of Traffic	Included	\$7,950.00		
Maintain One Lane Closure of Traffic	Included	\$52,272.00		
Install/Remove Water wall with fencing daily to maintain access to bathrooms	Included	\$64,680.00		
Survey and As-builts	Included	\$14,040.00		
Survey and As-builts - Reef Mitigation Area	Included	\$14,040.00		
Survey and As-builts - Dune Mitigation Area	Included	\$7,488.00		
PDA Testing at Test Piles	Included	\$40,176.00		
Demolition of Existing Pier	Included	\$613,194.00		
Sawcut & Removal of Existing Slab on Grade for installation of the Retaining Wall, Refer to Exhibit X for clarification.	Included	\$7,055.00		
Sawcut & Removal of Existing Slab on Grade Prior to Bent No. 1	Included	\$5,896.00		
Demolition of Existing Hexagonal Foundation (pier abutment)	Included	\$7,215.00		
Store and Reinstall Canopy over Bathrooms and the 3ea handrail sections up the stairs to the bathrooms.	Included	\$12,885.00		
Relocate Wi-Fi "Repeater" and Public Relations Camera as needed during Construction for Operational Service	Included	\$13,750.00		
FURNISH Prestressed, Precast Concrete Product Base Bid				
Beams & 18" Piling				
18" Prestressed Concrete Test Piling (45lf)	Included	\$1,339.20		
18" Prestressed Concrete Test Piling (60lf)	Included	\$7,142.40		
18" Prestressed Concrete Production Pile (35lf)	Included	\$23,956.80		
18" Prestressed Concrete Production Pile (40lf)	Included	\$13,094.40		
18" Prestressed Concrete Production Pile (55lf)	Included	\$178,411.20		
18" Prestressed Concrete Production Pile (65lf)	Included	\$79,310.40		
Post Tensioned Rectangular Beam (7.42lf)	Included	\$1,050.70		
Post Tensioned Rectangular Beam (10.25lf)	Included	\$1,451.40		
Post Tensioned Rectangular Beam (10.33lf)	Included	\$1,462.70		
Post Tensioned Rectangular Beam (10.75lf)	Included	\$1,522.20		
Post Tensioned Rectangular Beam (13lf)	Included	\$1,840.80		
Post Tensioned Rectangular Beam (14.33lf)	Included	\$2,029.10		
Post Tensioned Rectangular Beam (18.08lf)	Included	\$2,560.10		
Post Tensioned Rectangular Beam (22.08lf)	Included	\$3,216.50		
Post Tensioned Rectangular Beam (23lf)	Included	\$13,027.20		
Post Tensioned Rectangular Beam (25.58lf)	Included	\$3,610.80		
Post Tensioned Rectangular Beam (27lf)	Included	\$22,939.20		
Post Tensioned Rectangular Beam (28lf)	Included	\$3,964.80		
Post Tensioned Rectangular Beam (29lf)	Included	\$591,321.60		
Concrete Bollards	Not Included	\$0.00		
Rectangular Concrete Bollards (refer to P-40/P-36)	Not Included	\$0.00		
Supply Bond		\$0.00		
Freight	Included	\$38,062.80		
Tax	Included	\$57,189.70		
14" Pile				
14" Prestressed Concrete Test Piling	Included	\$807.75		
14" Prestressed Concrete Production Piling	Included	\$22,078.50		
Supply Bond	Not Included	\$0.00		
Freight	Included	\$4,305.00		
Tax	Included	\$1,373.18		
Concrete Caps				
Precast Concrete Cap - 3'-6 x 4'-3" x 22'-9" (Cap 1, 2 & 4-12)	Not Included	\$0.00		
Precast Concrete Cap - 3'-6 x 4'-3" x 32'-9" (Cap 13-28)	Not Included	\$0.00		
"Fish Eye" section	Not Included	\$0.00		
Supply Bond	Not Included	\$0.00		
Freight	Not Included	\$0.00		
INSTALL Prestressed, Precast Concrete Product Base Bid				
Install Test Piles - 18"	Included	\$44,816.00		
Install Test Pile - 14"	Included	\$8,214.45		
Install Observation Tower Foundation: 18" Concrete Pile	Included	\$98,555.20		
Install 18" Prestressed Concrete Production Pile	Included	\$1,009,023.00		
Install 14" Concrete Piles - Pier core - Spans Bent No.'s 2.5 to 4.5	Included	\$132,601.40		

Install Concrete Caps - 18" Pile	Included	\$1,457,883.00						
Install Concrete Caps - 14" Pile	Included	\$115,639.00						
Furnish & Install Bearing Pads	Not Included	\$0.00						
Install Concrete Beams	Included	\$420,251.30						
Install "Fish Eye" Section	Included	\$2,811.00						
Furnish & Install Cast-in-Place Concrete (C.I.P.)								
Excavate for and install side retaining wall (detail 2/P-42) . Refer to Exhibit X for clarification.	Included	\$16,474.00						
Repour 4" Sab on Grade to replace Slab Removed for Retaining Wall Construction on south side of pier.	Included	\$12,795.00						
6" thickened edge slab-on grade. (approx. 10' x 20') at Pier Entry	Included	\$16,474.00						
Closure Pours	Included	\$97,678.00						
Furnish & Install two each threaded inserts with appropriately sized eye bolts rated in shear within the rectangular beam closure pour area at intermediate bents 9 through 31.	Included	\$1,311.00						
Expansion Joint at 5 bent locations	Included	\$3,530.00						
Typical Concrete Bollards C.I.P.	Included	\$74,705.00						
Rectangular Concrete Bollards C.I.P.	Included	\$4,460.00						
Observation Tower Foundation: C.I.P. Foundation	Included	\$58,932.00						
Concrete Parapet for Aluminum Railing	Included	\$113,558.00						
Lumber, Amenities, & Misc. Items								
- Wood Deck Panels	Included	\$464,272.48						
- Wood Railing	Included	\$108,982.50						
0.5" Neoprene pad between beams and handrail posts	Not Included	\$0.00						
Fabricate, furnish and install a wood rod holder	Included	\$6,045.00						
Interlocking Paver System	Not Included	\$0.00						
Assist with shade structure erection	Included	\$14,500.00						
Install Benches	Included	\$16,200.00						
Bait Cutting Stations (Installation Only)	Included	\$1,350.00						
Trash Receptacles	Included	\$1,800.00						
Install Monofilament Line Receptacles	Included	\$1,650.00						
Mitigation Reef	Included	\$25,000.00						
P&P Bonds	Included	\$71,410.00						
Work Items Not Included Elsewhere								
Camera Post Supports	Included	\$2,964.00						
Schedule of Values Subtotal		\$7,226,710.76			\$0.00			\$0.00
Bid Review Adjustment:								
Bid Review Adjustment Subtotal		\$0.00			\$0.00			\$0.00
Owner Accpeted Alternates:								
Owner Accpeted Alternates Subtotal		\$0.00			\$0.00			\$0.00
Total Adjusted Bid		\$7,226,710.76			\$0.00			\$0.00
Local Business Participation	Included	5%						
Local Workforce Participation	Included	7%						
Small Business Enterprise	Included	0%						
Bid Bond	Included							
Completed, Initialed & Returned Bid Package	Included							
Completed, Initialed & Returned Specific Scope	Included							
Sign Subcontract Agreement w/out caveat								
Addendums	Not Included							
ALTERNATES								
REQUESTED								
1. ALL Rebar in Beams and Pile Caps to be GALVANIZED to the Specification on drawing P-3	Included	\$86,779.00						
2. ALL Rebar in Beams and Pile Caps to be MMFX -2	Included	\$288,330.00						
3. Pour 3000 psi slab on grade with wire mesh where interlocking pavers are shown instead of the pavers.	Included	\$8,500.00						
4. Install Aluminum Curved Rail (Furnished by others) as per the drawings	Included	\$40,058.00						
5. Install Aluminum Straight Rail Furnished by others instead of installing wood rail furnished & installed by this subcontractor.	Included	\$143,550.00						
6. Install Wood Handrail top cap as lpe instead of SYP	Included	\$10,064.00						
VOLUNTARY								
1. EXAMPLE								

Notes/Comments:
* Pompano Based Business

EXHIBIT B

SPECIFIC SCOPE OF WORK

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following:

A. Specific Scope of Work Comments: Bid Unit # 35 Marine

	Description
	General
1	Employ the services of a third party professional dive company, with a dive support vessel, to provide a level I visual inspection to document the existing and final conditions of the bottom within 30 feet of the existing or proposed pier. NOTE that the new pier by the "fish head" will extend significantly south from where the platform at the end of the existing pier is. Have the dive company inspect 30' beyond the proposed footprint as well.
2	The existing concession stand structure is located very close to the installation of piles and could be damaged by the construction activities. It is also possible that vibration from the construction operation could concern residents of the Ocean Monarch Condominium, located at the corner of N.E. 2nd Street and N. Pompano Beach Blvd. Prior to mobilizing, provide a plan, signed and sealed by a Florida P.E., to monitor both buildings and to support as necessary the concession stand building. The plan will include photographs before and after construction of these structures, vibration monitoring, foundation support (such as helical piers), elevation documentation of several structure locations before and after the pile driving operation, and before and after documentation of the building condition. Gauges will be attached to any existing or new cracks in the buildings, so that any such cracks are monitored. This contractor is responsible for any damage caused to existing structures attributable to this contractor's operations.
3	The concession stand will remain open for business at all times, except when pile driving is underway within 120 feet of the structure. Make provisions as necessary so as not unduly impact this business.
4	Protect all newly installed walking surfaces for the duration of the project with two layers of staggered plywood, or other acceptable method. Remove plywood only after all trades have completed their scopes of work. Remove/ reinstall plywood for the mechanical/ electric trades to complete their work.
5	Special care shall be taken in regard to protecting the finish of both the precast & cast in place outside faces of beams. Visible patches will not be acceptable. (Typical for all finish surfaces)
6	The Owner, being exempt from sales tax reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order (see attachment 10). Refer to Attachment 9 for terms of this Direct Owner Purchasing Program (DOPP). Specifically, the piles and beams from the precaster are intended as a potential DOP in this package. Note that the Owner choosing to issue a DOP for material does not relieve this subcontractor from any responsibility that this contractor would have otherwise had; for example, timely delivery of freight remains this subcontractor's responsibility, similarly, in the event of warranty work, this subcontractor is responsible for all labor and the cost for non-DOP material and equipment required to correct a DOP material related warranty issue.
7	Broom Sweep Pompano Beach Blvd. and the area between the pier and Pompano Beach Blvd. on a daily basis.
8	Dispose of all trash and debris on a daily basis.
9	Temporary Water - The primary marine subcontractor may utilize the existing water service for his concrete operation and as otherwise required to safely perform his duties. Excessive cost for water from this meter is the responsibility of the marine subcontractor.

	<u>Safety</u>
	<p>Safety:</p> <ul style="list-style-type: none"> - Include provisions for a safety skiff as required by OSHA regulations. - Maintain temporary (or permanent) perimeter handrail at all times along the north and south sides of the pier. When it is not practical to provide hand rail on the leading eastern edge of construction, comply with all OSHA requirements at the leading edge, and secure that open end with fencing and/or handrail at the conclusion of each work day. - Marine contractor will provide Tie-off for specialty contractors (as well as his own crews) for the length of the pier. Design the tie-off cable for tie-off by 3 workers per 30 ft. bent section (the tie off provision at a minimum must provide 5000 lbs. of support per worker being tied off, plus any other applicable OSHA criteria). Tie-off provision will remain in place until the new hand rail is installed. - For a fall protection measure to be used by all trades, the Marine contractor is to include installation of two each threaded inserts with appropriately sized eye bolts rated in shear within the rectangular beam closure pour area at intermediate bents 9 through 31. Estimated total 46 ea. This count includes four (4) in the circular poured in place locations for access to the light fixtures in those locations. Typically, the two threaded connections will be placed, one each in the two locations of the bent where electrical and plumbing rough-in is shown on the plans. The threaded connection must provide 5000 lbs. of support per worker being tied off, plus any other applicable OSHA criteria. The data sheets of the threaded inserts and eye bolt should attest to their rated strength. - Include a toe board along the temporary handrail, to reduce the likelihood of debris spilling onto the beach or water below. - Ring buoys with at least 90 feet of line shall be provided and readily available for emergency rescue operations. Distance between ring buoys shall not exceed 200 feet. Buoys are for the use of all trades and are to be maintained in neat order on the pier until substantial completion.
2	Temporary handrail or life lines shall be installed so that upon their removal, there are no visible patches. The subcontractor may want to consider utilizing the .75" PVC sleeving intended for the permanent hand rail to assist with planning such safety measures.
	<u>Environmental</u>
1	Turbidity Monitoring will be Performed by others.
2	Manatees & Marine Turtles are discussed in item 18 of the FDEP permit. This section requires that all personnel be instructed about the presence of marine turtles, provide training for all individuals in your organization.
3	Assume permission to work through sea turtle nesting season will be provided as currently drafted(December 2016). Daily monitoring of the beach will be required for sea turtle nesting. Nest relocation may be required for nests within 500 feet of the pier. Coordinate with these efforts, as required by the permitting agencies; however, the monitoring and relocation costs will be by others.
4	Furnish and install all permanent and temporary signage required by the FDEP permit, such as those required for manatees. the marine turtle educational signs (refer to item 18.f and item 22 respectively in the FDEP permit , as examples). Remove any temporary signage.
5	Provide a Storm Water Protection Plan (SWPP) at least one month prior to mobilizing.
	<u>Temporary Fencing & Barricades</u>
1	Although Exhibit S1 graphically shows the existing pier parking lot as enclosed, that is not the intent. The intent in regard to the parking lot is to show that fencing will be provided that isolates the public from construction on the west side of the pier entry. The marine contractor must understand that the developer of the two proposed restaurants to the north as well as the concession stand could be under construction at any time, and they have the right to control property to the north and south of the pier. The pier contractors are only guaranteed access to the pier in that 20 foot wide swath directly west from the pier entry to Pompano Beach Blvd. The surrounding security fence may change configuration to suite the developer's need. Refer to Attachment "S" to see the proposed development plans and a graphical illustration of the "Just in Time" delivery method that all subcontractors should plan to use on this project.

	The Construction Manager (CM) will provide temporary fence and one gate due west of the pier entry. The provided fence will extend roughly to the centerline of Bent No. 2.
2	The Marine contractor must install temporary fence eastward from where it is provided by the Construction Manager. Install temporary fence on the old pier in any secure manner. Temporary fence on the new pier must be installed in a nondestructive manner (i.e. no anchors into the side of the pier requiring unnecessary patching later). The Marine contractor might consider utilizing the sleeving installed in the beams of the new pier for handrail to support temporary fence sections.
	<u>M.O.T.</u>
1	Assume that during the first 5 months of construction, Pompano Beach Boulevard will be closed to through traffic from NE 2nd Street to NE 3rd Street. The Construction Manager will obtain the permit and obtain the M.O.T. signage and barricades, including a one time set-up from a specialty M.O.T. subcontractor. After the one time set-up, maintenance and the responsibility for damage to the material becomes that of the marine subcontractor (Bid Unit 35). After the first 5 months of construction, Pompano Beach Blvd will be opened to through traffic. Loading/ removal of pier material will be performed at the beginning of each day utilizing flagmen and a one lane closure; both lanes will be reopened daily. The Construction Manager will provide M.O.T. signage and devices for this daily one lane closure and a one time set-up, as-well. Daily removal/ reinstallation of the signage and devises for this daily one lane closure and the responsibility for damage will continue to be that of the marine subcontractor. Preliminary M.O.T. plans for bidding purposes are as shown in Exhibit S2. The marine subcontractor will be responsible not only for exercising the one lane closure for his operations, but also for all other trades until substantial completion of the project. When an M.O.T. set-up is no longer required, this subcontractor will neatly compile all signage and devices in a central area to be counted and picked-up by the M.O.T. subcontractor.
2	During the one lane closure duration, the Marine Contractor will Provide certified flagmen, and will Remove/ Reinstall signage and provide other manpower as required to open and close the roadway from one lane closure to both lanes open on a DAILEY bases.
3	Generally, the road may be closed in the morning and reopened by lunch, when operating under the one lane closure M.O.T. scenario.
4	Flagmen must have at least the following training/ certification (or equal): ATSSA Certification.
5	The Marine subcontractor will be responsible for all damaged or lost M.O.T. materials during the project.
6	M.O.T. material will include water wall and fence to be installed/ removed by the marine subcontractor on a daily basis when the pile driving operation to bent no. 4 is complete. This barrier will provide a safe walking path for pedestrians to the restrooms. Refer to Exhibit X for additional clarification.
	<u>Dumpster Service</u>
1	Adhere to the agreement between Waste Management and the City of Pompano Beach that is included herein as Attachment 5.
	<u>Surveying</u>
1	The surveyor for the marine subcontractor will provide all layout and as-built drawings required by all trades. This will include putting as-built information for the plumber, the electrician, the cameras, and the shade structures on the as-built plans.
2	Locate perimeter of top deck in comparison to the land lease and document the top of deck elevations
3	Establish Centerline of construction, and install/verify local benchmarks.
4	As-built bent locations - Due to the finished product being the support portion of the trestle document each bent layout during construction (These construction quality control checks are required at least monthly, but are not intended for the final as-builts at project completion.)
5	- Will need pile template orientation, centerline of pile and template elevations for each bent.
6	- Will need cap bottom elevation, cap orientation and centerline verification.
7	- Will need centerline of each top of cap, after cast in place closures completed or the CIP cap is installed for beam placement
8	Reef Mitigation Area - Layout for construction and provide final as-built location. This item for separate acceptance.
9	Dune Mitigation Area - Stake layout for initial construction, and as-built final location

10	Plumbing and Electrical - As-built all plumbing and electrical work. Include all work related to seven (7) new cameras, as well as the camera locations.
11	<p>From the FDEP Permit Item 20.a, surveying shall comply with the following: Within 30 days after completion of construction of the pier, and prior to transfer to operation, the Permittee shall submit, to the JCP compliance officer, the following: As-Built Survey that is signed, sealed and dated by a Florida-licensed Surveyor and Mapper in accordance with Chapter 61G17-7, F.A.C., and the completed As- Built Certification and Request for Conversion to Operation Phase form (attached). The survey shall depict the boundaries of the lease, including the entire preempted area, and shall show the size and dimensions of all structures over sovereign submerged lands and activities located within the lease area. The survey shall contain a statement that all of the depicted structures and activities occur within the lease boundary. If the surveyor observes that structures or activities are occurring outside of the lease area, the surveyor shall document the condition in the statement and note the deviations on the survey. Constructed deviations may require a permit or lease modification.</p>
12	<p>To Satisfy City of Pompano Beach Requirements: GIS data is preferred by the City (they may accept AutoCAD drawings - must clarify at time of bid if AutoCAD is intended for City final asbuilts). Redline drawings are not acceptable as a finished as-built product. The asbuilt drawings must show constructed information. All asbuilt drawings will be submitted for City records as both an AutoCAD file and a signed and sealed PDF file, as well as a signed and sealed printed copy.</p> <p>Comply with the City Digital Record Standards (refer to attachment 8). Note that final as-built drawings are to show as constructed information, not document the difference between the design and construction. Any City facilities constructed in a horizontal or vertical location different (one-tenth foot horizontal, one tenth foot vertical) than the design location will have their design location erased and will be redrafted at the construction location. All information that is incorrect due to changes due to construction will be corrected. Incorrect information will not be struck through; it will be erased and replaced with the correct information. Any information that is no longer relevant due to changes during construction will be deleted. Design drawing dimensioning to potable, reuse, wastewater and storm water facilities will be corrected a necessary.</p> <p>All final as built drawings such as structural, mechanical, architectural, civil, electrical, landscape, irrigation, etc., and any information gathered on existing elements, will be submitted as both an AutoCAD file and a signed and sealed PDF file, as well as a signed and sealed printed copy.</p>
	<u>Testing & Inspections</u>
1	<p>The following 3rd Party Testing and Inspection Services Will be Provided by Others:</p> <ul style="list-style-type: none"> - Concrete: cylinder Strength, Slump, Air Entrainment, and Temperature for onsite cast-in-place concrete pours. - Density Testing for Soil (beach sand): for concrete poured on grade. - Test Pile Program: The City's Consultant will document any required PDA testing. This marine subcontractor will perform all tasks necessary to provide field assistance and satisfy the testing consultant. - Pile Driving Procedures will be monitored by the City's Consultant to verify that the pile driving procedures are following that of the approved pile driving plan. - Pile Driving Stresses and Penetration Requirements will be monitored by the City's Consultant. - Concrete Products Manufactured Offsite: Verification that manufacturers appear to be complying with all applicable procedures. All off site manufacturing facilities must allow unhindered access by third party inspectors and the Construction Manager. Exact requirements for quality control monitoring, prepour procedures, etc. will be outlined in a preconstruction meeting with the manufacturers and the third party consultant present. For quality control purposes, third party consultants will be permitted to test or inspect as they may suggest, unhindered. The results of all tests performed by the manufacturing facility must be made immediately available to the third party testing consultant.

	<u>Demolition</u>
1	Near Bent No. 1 there is an old foundation from a previously existing hexagonal structure. This foundation is actually located about 6 feet further to the east than is shown on drawing P-22. This foundation comes to a point in the center of the pier and is about 3 feet wide. A line item for separate acceptance is included in the Schedule of Values (SOV's) for the demolition of the old foundation. The engineer of record may modify the starting point for the beginning of the pier to avoid this footing.
	<u>Prestressed, Precast Concrete Products</u>
1	The Owner, being exempt from sales tax reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order (see attachment 10). Refer to Attachment 9 for terms of this Direct Owner Purchasing Program (DOPP). Note that should the Owner chose to directly purchase material, the program continues to hold the contractor responsible for delivery, performance, and other responsibilities that are otherwise that of a furnish and install contract.
2	Prestressed, precast, post tensioned concrete products must be produced by a FDOT approved PCI level 3, or equal, manufacturing facility. Whiting-Turner must prequalify this supplier; the evaluation will include a review of past fishing pier projects fabricated with similar design to that of the new Pompano Beach Fishing Pier. Also to be considered are Dun and Bradstreet report findings, and a completed Whiting-Turner Prequalification form. Whiting-Turner has prequalified Dura-Stress, Inc. (352-787-1422/ gswitzer@durastress.com or jjarrett@durastress.com) and South Eastern Prestressed Concrete, Inc. (561-793-1177/ diane@seprestressed.com). Bidders are encouraged to submit completed Whiting-Turner prequalification forms at least seven days prior to bid submittal, as bids that include prestressed, precast, post tensioned concrete from other than a prequalified source, will not be considered. In evaluating suppliers for prequalification, some leniency may be considered for Pompano Beach Based or disadvantaged businesses. All bidders should have a previously issued copy of the Whiting-Turner Prequalification Form.
3	14" Prestressed Concrete Test Piling - Quantities Per Plans & Specs
4	18" Prestressed Concrete Test Piling - Quantities Per Plans & Specs
5	18" Prestressed Concrete Production Piling - Quantities Per Plans & Specs
6	14" Prestressed Concrete Production Piling - Quantities Per Plans & Specs
7	Post Tensioned Rectangular Beams - Quantities Per Plans & Specs
8	Precast Concrete Substructure Caps - Quantities Per Plans & Specs
9	Include precasting the "Eye Hole Slab Section" shown on drawing P-63 with the pricing for the Precast Concrete Substructure Caps.
10	See sheet P-3 for all general notes regarding precast/prestressed concrete products.
11	Bars L710 are the only bars in the beams that are galvanized, the remaining bars should be ASTM A-615 Gr 60. Please note that the end plate should also be galvanized A36 steel.
12	Precast rectangular beam supplier to fabricate all ramp beams per plans. See sheet P-53 regarding the ramp beams, note that the 2'-6" dimension is the typical height for the beam. There is a slope up and slope down of 1 1/4" on each end of these beams.
13	The top and bottom of beams should have a 3/4" chamfer. The top ridge shall have a tooled radius applied.
14	A 1/4" tolerance should be maintained at the sloped end of the beams.
15	Side notches for the decking shall have a tolerance of 1/4".
16	The decking/ walking surface itself must comply with all applicable codes for tolerances in regard to pedestrian safety.
17	Assume all precast can be fabricated and billed for in 2017 (see below for conditions), although delivery will be on an as needed basis well into 2018.
18	The Owner will consider paying for materials stored at the manufacturer's facility or on site. A Bill of Sale, insurance documentation, and proper labeling of materials as property of the City of Pompano Beach will be required as a minimum for payment of any agreed upon stored material.
19	Precaster should consider allowances, time and cost, for utility contractors to have access to the precast rectangular beams for pre-installation/assembly of anchorage points and conduits for each trade. Any trades exercising the pre-assembly option will be required to supply a certificate of insurance naming the property Owner and business as additional insured, as well as the City of Pompano Beach and the Construction Manager prior to being allowed onsite.

20	Sleeving: In all precast, provide sleeving for plumbing, electrical, and camera systems so that there are no exposed pipe, conduit or cable that could have been concealed by providing sleeving for these trades. Review supplemental information to estimate sleeving requirements for cameras. Note that 7 cameras will require sleeving through the precast pile cap to coordinate with the support post location. Final sleeve locations to be determined at shop drawing review. No additional compensation will be paid for sleeving. It is considered part of the base bid.
21	The furnishing and installation of the concrete beam bearing pads will be by the Marine contractor. There is a separate line item in the schedule of value to track this cost.
	<u>Handrail</u>
1	Fish Eye
2	All curved rail is intended to be aluminum rail. Note that there is a Scribner error on drawing P-12 where the curved circular rail around the future tower location is identified as wood. This rail is to be included in the bid as aluminum.
3	Refer to the Alternate section for an alternate handrail considerations.
	<u>Lumber & Hardware</u>
1	All lumber and hardware that is identified in Bid Units 6A-Lumber & 6B-Hardware, is to be provided by others. Material will be delivered to the marine subcontractor's yard in mutually agreed upon deliveries during 2017. Refer to the lumber and hardware Specific Scope of work and Schedule of Values (S.O.V.'s). The Marine subcontractor will sign for and be responsible for said deliveries to be labeled and stored in a designated location. The marine subcontractor will provide a certificate of insurance documenting coverage of said material until final delivery to the jobsite. Once delivered, the marine subcontractor will be responsible for the material, in totality. The type and quantity of Material Purchased is provided as referenced herein. Any shortage of material will be the responsibility of the marine subcontractor to supplement directly with the supplier. The Owner will not issue change orders to increase the material Purchase Order.
2	Delivery of material as shown in the Lumber and Hardware S.O.V.'s will be to the Marine Contractor's yard. The bids from the lumber and hardware suppliers will reflect delivery to the jobsite. The cost difference of freight to the marine contractor's yard instead of the jobsite will be handled directly between the Construction Manager and the vendors.
3	Note specifically Hardware not included in the hardware material P.O. count
	- Aluminum Rail (supplied by aluminum handrail subcontractor)
	- Shade Structure (supplied by that subcontractor)
	- Utility Connection(s) (supplied by MEP subcontractors)
	- Bait Station Connection (supplied by marine subcontractor)
	- Furnishings, Signage, ...(supplied by marine subcontractor)
	<u>Decorative Walkway Elements</u>
1	The pavers to be installed may be replaced by a decorative alternate, such as a poured in place concrete slab, by this contractor, accompanied by a thin, decorative Lithocrete finish. The Lithocrete may be finished with an artistic element, such as the Pompano Beach Logo.
	<u>Shade Structures</u>
1	Marine Contractor to include labor and equipment costs to assist shade structure supplier/installer in assembly of any superstructure line items that require conveyance to erecting area and hoisting. This should include crane, or other, means of erecting the materials into final position. For estimating purposes include 1 day per structure (Total 4 Structures) with equipment, operation and signal man.
	<u>Pier Furnishings</u>
1	Fish cleaning stations, benches, trash receptacles, and fish line disposals will be directly procured by the Owner or Whiting-Turner, and installed by the marine subcontractor. Marine contractor will provide and install all anchors into the supporting substrate.
2	Benches and trash receptacles will be similar to those installed on Pompano Beach Blvd adjacent to the Pier Project. Benches will have one more arm rest per each than the referenced benches.

3	Upon delivery of pier furnishings, this marine contractor will be responsible for their off-loading, handling, and installation, just as if these furnishings had been procured directly by the marine subcontractor. Include hardware necessary for securing these items to the pier surface, as approved.
4	If a convenient yard location is available within a quarter mile of the jobsite for the furnishings to be delivered and stored in a container, this contractor will offload into the container and transport the furnishings from the container to the jobsite. Whiting-Turner will arrange for the possible storage location and will pay for the cost of container rental.
<u>Fire Protection, Plumbing, and Electrical</u>	
1	No temporary electrical service will be provided for construction purposes. Subcontractors shall use their own generators as needed to generate electric for construction.
<u>Cameras and Wi-Fi</u>	
1	<p>There are 3 miscellaneous posts mounted to the existing fishing pier:</p> <p>(1) Wi-Fi Repeater that broadcasts signal from the concession building to elsewhere on the beach. Maintain this continuous service throughout construction by temporarily relocating and refeeding this service until the new Wi-Fi repeater is in place and functioning. Mount the new support post in its future location, to be determined. new electrical equipment to be furnished and installed by others. Assume the post is less than 20 feet tall. Actual height to be provided at shop drawing review. Refer to Exhibit "B".</p> <p>(2) There is a Public Relations camera located at the shoreline. Maintain this camera in its approximate location throughout construction, until the new camera is operational. The new camera will be mounted on the same support as the Wi-Fi repeater. Assume the permanent post is less than 20 feet tall. Actual height to be provided at shop drawing review. Refer to Exhibit "B".</p> <p>(3) Weather monitoring equipment is mounted on a post. This equipment will be removed and reinstalled by others. Coordinate as necessary with the agency as they remove/ reinstall this equipment.</p> <p>(4) a new camera will be installed near bent number 5. Install the post support for this camera.</p>
<u>Landscape & Irrigation</u>	
1	If absolutely required, Utilize the services of a Pompano Beach certified tree trimmer under the supervision of a licensed arborist to trim the sea grapes in conflict with this scope of work. Doing so will require permission from the City Landscape Department (Wade Column) who may or may not consider such work as falling under the permits obtained for the pier construction.
2	Remove six cocoanut palm trees and one sable palm tree at the entry to the pier from the designated Pompano Beach Blvd loading/ unloading location as part of the base bid. Utilize the services of a certified tree removal contractor, because this is typically required in Pompano Beach. If it is necessary to replace these seven (7) palm trees, the replacement will be by others at project completion. Removal of these seven trees should be permitted under the pier construction permit, as doing so has been identified on documentation submitted in the permitting process.
3	If this contractor removes more landscaping than the seven trees identified above, replacement, if required by the City, as well as the removal, will be at this contractor's sole expense.
4	One water meter feeds the concession stand and bathrooms, the existing fishing pier, and the irrigation to the north of the existing fishing pier. Maintain water service to the concession stand, bathrooms, and the irrigation system.
5	Disturbance of natural vegetation shall be limited to the circular footprint outline of the new pier between bent no. 2 and bent no. 5. Disturbance of natural vegetation surrounding the pier is not permitted beyond said limits.
<u>Other Marine Subcontractor Considerations</u>	
1	Include Expansion Joints as detailed on 6/P-41. Sealant material shall meet or exceed the requirements of Dow Corning 890 SL joint sealant.

END OF SPECIFIC SCOPE OF WORK COMMENTS

PROPOSAL FORM
POMPAÑO BEACH FISHING PIER

Base Bid

Bid Item # 35
Bid Package for: Marine
Name of Bidder: Murray Logan Construction, Inc.

To: The Whiting-Turner Contracting Company
1901 W Cypress Creek Road
Fort Lauderdale, FL 3309
Attn: Lorenza Blyden, Project Engineer OR, Frank Zaremba, Project Manager

From: Murray Logan Construction, Inc.
313 65th Trail North
West Palm Beach, FL 33413
Attention: Mr. David Logan
Telephone No.: (561) 686 - 3948

Lump Sum Price (Base Bid):

Having carefully examined the Contract Documents and having visited the site and examined all conditions affecting the work, the undersigned proposes to perform all work that is required, without exception, as outlined in the Contract Documents for the Lump Sum Price of:

Seven Million Two Hundred Twelve Thousand Nine Hundred Sixty and 76/100 - - - - **Dollars.**

(\$ 7,212,960.76 - - - - -).

The Lump Sum Price indicated above includes all Federal, State and Local Taxes including but not limited to Sales, Use, and Excise Taxes that may be imposed on materials and services provided under this proposal.

Addenda:

The undersigned acknowledges receipt of the following Addenda issued during the bidding period and has included all changes within the base bid:

Addendum No.: <u>1</u>	Dated <u>1/27/2017</u>	Addendum No.: <u> </u>	Dated <u> </u>
Addendum No.: <u>2</u>	Dated <u>1/31/2017</u>	Addendum No.: <u> </u>	Dated <u> </u>
Addendum No.: <u> </u>	Dated <u> </u>	Addendum No.: <u> </u>	Dated <u> </u>
Addendum No.: <u> </u>	Dated <u> </u>	Addendum No.: <u> </u>	Dated <u> </u>

Refer to the Exhibits and Attachments for the following parts:

Attachment 1 - Subcontract Acceptance (Pages SCFL1 to SCFL9):



PROJECT: The City of Pompano Beach Fishing Pier
SUBMITTED TO: The Whiting-Turner Contracting Company
BIB STATUS: Subcontractor Bidding
BID DUE DATE: 1/31/2017 at 4PM
COST OF WORK

INSTRUCTIONS: Complete the Detailed Schedule of Values (SOV's) only for the applicable Bid Unit that your organization is submitting a proposal for.

Item No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
Bid Unit 1A - Temporary Fencing						
1	6'H Fixed Post with Chain-link Fence (Install/ Remove)	774	LF		0.00	11 gauge min
2	3" O.D. Terminal/Line Post (Install/ Remove)	22	EA		0.00	
3	Post Driven in Asphalt/Concrete (Install/ Remove)	88	EA		0.00	
4	Top Rail (Install/ Remove)	774	LF		0.00	
5	6'H Temporary Panels (Install/ Remove)	44	LF		0.00	
6	Sand Bags for Panels (Install/ Remove)	28	EA		0.00	
7	6'x24' Swing Gates (Install/ Remove)	96	LF		0.00	
8	6'x4' Pedestrian Gate with 3" O.D. Post (Install/ Remove)	4	LF		0.00	
9	Windscreen (Install/ Remove)	930	LF		0.00	
10	Monthly Rental Fee	1	Mo		0.00	Include Tax
11	Cold Patch (removal of post holes)	1	LS		0.00	
12	Purchase All Material Instead of Rent	1	LS		0.00	Include Tax
13	City of Pompano Beach Temporary Fence Permit Fee	1	LS		0.00	
TOTAL BID UNIT 1A					\$0	

Bid Unit 1B - M.O.T.						
1	Mobilization	1	LS		0.00	
2	MOT Plan Drawings (CAD)	1	LS		0.00	
3	VMS Boards/Portable Center Message Sign	28	days		0.00	Install 2 weeks before M.O.T. setup and 2 weeks after M.O.T. removal
4	Broward County Permit Review Fee	1	LS		0.00	W-T will pay for and submit permit
Full Lane Closure						
Day quantities are amplified by duration of 175 days						
5	Initial Setup	1	LS		0.00	
6	VMS Boards/Portable Center Message Sign	18	Mo		0.00	
7	LCD - Longitudinal Channel Device	1,050	days		0.00	
8	Barricade Drum Service	3,500	EA		0.00	
9	6'Lx32"H Water Barrier Wall with Fence	1,925	days		0.00	
10	Work Zone Signs (Large/Small)	4,725	days		0.00	
11	Signs Post Mounted	10	EA		0.00	
12	A-Frame/Sign Stand	2,625	days		0.00	
13	FDOT Cones (Part of MOT Service)	8,750	days		0.00	
14	Tax	1	LS		0.00	
Subtotal Full Lane Closure					\$0	
One Lane Closure						
Day quantities are amplified by duration of 427 days						
15	Initial Setup	1	LS		0.00	
16	VMS Boards/Portable Center Message Sign	45	Mo		0.00	
17	LCD - Longitudinal Channel Device	2,562	days		0.00	
18	Barricade Drum Service	8,540	EA		0.00	
19	6'Lx32"H Water Barrier Wall with Fence	4,697	days		0.00	
20	Work Zone Signs (Large/Small)	11,529	days		0.00	
21	Signs Post Mounted	10	EA		0.00	
22	A-Frame/Sign Stand	6,405	days		0.00	
23	Flagman Operation 2/crew	150	hrs.		0.00	2 men min of 6 hours each on days required. Operation for setting up and taking down signage each day may also be performed.
24	FDOT Cones (Part of MOT Service)	21,350	days		0.00	
25	Tax	1	LS		0.00	
Subtotal Half Lane Closure					\$0	
TOTAL BID UNIT 1B					\$0	

Bid Unit 2A - Testing & Inspections						
	Proctors	3	EA		0.00	
	Organic Content	3	EA		0.00	
	Sieve Analysis	3	EA		0.00	
	Calcium Carbonate	3	EA		0.00	
	L.B.R. Testing	3	EA		0.00	
	Concrete Testing	95	EA		0.00	Concrete Testing to include Cylinder Strength, Slump, Air, and Temperature.
	Density Testing	56	EA		0.00	
TOTAL BID UNIT 2A					\$0	

	Bid Unit 5A - Aluminum Handrail					(All curved rail is intended to be aluminum rail. Note that there is a Scribner error on drawing P-12 where the curved circular rail around the future tower location is identified as wood. This rail is to be included in the BASH bid as aluminum.
1	Furnish Only Curved Aluminum Handrail between Bent No. 2 & 5	1	LS		0.00	Refer to P-60, P-61, P-12 & others
2	Furnish Only Curved Aluminum Handrail between Bent No. 18 & 21	1	LS		0.00	Refer to P-60, P-61, P-15 & others
3	Curved Aluminum Handrail at Perimeter of Fish Head	1	LS		0.00	Refer to P-63, P-17 (7'-4" dia) & others
4	Furnish Only "Fish Eye" Handrail Furnished	1	LS		0.00	Refer to P-63, P-17 (7'-4" dia) & others
5	Freight FOB Jobsite	1	LS		0.00	
6	FL Tax (6%)	1	LS		0.00	
7	Installation of All Curved Rail	1	LS		0.00	Bid for Separate acceptance
8	Payment & Performance Bonds	1	LS		0.00	
TOTAL BID UNIT 5A					\$0	

	Bid Unit 6A - Lumber					
	Pallet Docking					
1	2x6 x 10'-0"	2,050	EA		0.00	Runner
2	3x6 x 14'-0"	1,500	EA		0.00	Deck
3	3x6 x 14'-6"	70	EA		0.00	Deck
4	3x6 x 8'-0"	1,825	EA		0.00	Deck
5	3x6 x 10'-0"	1,075	EA		0.00	Deck
	Railing					
6	2x8 x 14'-0"	110	EA		0.00	Top Rail - Standard
7	2x8 x 8'-0"	30	EA		0.00	Top Rail - Handicap
8	2x4 x 14'-0"	535	EA		0.00	Mid Rails
9	4x4 x 12'-0"	5	EA		0.00	Posts - standard (end of pier)
10	4x4 x 10'-0"	135	EA		0.00	Post - standard
11	4x12 x 10'	90	EA		0.00	Post - special
12	6x6 x 8'-0"	5	EA		0.00	Post - brace (end of pier)
	Beam Blocking					
13	12x12 x 10'-0"	100	EA		0.00	Beam Blocking
	Freight & Tax					
14	Freight to 313 65th Trail North, West Palm Beach, FL 33413	1	LS		0.00	
15	Tax	1	LS		0.00	
TOTAL BID UNIT 6A					\$0	

	Bid Unit 6B - Hardware					
	Timber Railing					
1	SS 316 5/8" all-thread x 6'-0" stick	305	EA		0.00	
2	SS 316 5/8" x 2" OD washer	1,795	EA		0.00	
3	SS 316 5/8" nut	1,755	EA		0.00	
4	SS 316 5/8" jam nut	1,750	EA		0.00	
5	SS 16d nails - mid-railing	4,300	EA		0.00	
6	SS 1/4" x 4" lag screws	955	EA		0.00	
7	SS 316 L 1/4"x3"x3" x 3 1/2"	60	EA		0.00	
8	SS 316 1/4" x 4" screws	30	EA		0.00	
9	SS 316 5/8" x 12" Hex Bolt	10	EA		0.00	
10	SS 316 5/8" x 6" Hex Bolt	10	EA		0.00	
11	SS 316 5/8" x 3" Hex Bolt	10	EA		0.00	
12	SS 316 5/8" x 8" Lag Bolt	10	EA		0.00	
	Timber Decking					
13	SS 316 1/2" x 6" Hex Bolt	40,200	EA		0.00	
14	SS 316 1/2" Washer	40,200	EA		0.00	
15	SS 316 1/2" Nut	80,400	EA		0.00	
	Beam Blocking					
16	SS 316 3/4" all thread x 6'-0"	300	EA		0.00	
17	SS 316 3/4" Washer	900	EA		0.00	
18	SS 316 3/4" Nut	900	EA		0.00	
	Misc. Metals					
19	SS 316 Angle - 1/4"x4"x4" x 3 1/2"	26	EA		0.00	Timber Rail Connection/Fish Eye Hole Slab (end of pier)
	Freight & Tax					
20	Freight to 313 65th Trail North, West Palm Beach, FL 33413	1	LS		0.00	
21	Tax	1	LS		0.00	
TOTAL BID UNIT 6B					\$0	

	Bid Unit 10A - Shade Structures					3 small/ 1 large. Refer to attached conceptual design
	Material Cost					

1	Shop Drawings, Calculations, Preconstruction Planning	1	LS		0.00	
2	Field Measurement	1	LS		0.00	
3	- Large Shade Structures Material Only	1	LS		0.00	Including embeds & hardware
4	- Smaller Shade Structure Material Only	3	BA		0.00	Including embeds & hardware
5	- Freight	1	LS		0.00	Including embeds & hardware
6	- Tax (6%)	1	LS		0.00	Including embeds & hardware
	Subtotal Furnish Only Material				0.00	
7	Installation	1	LS		0.00	
8	Remove Fabric July 4th for 5 Consecutive Years Following Subst. Completion	1	LS		0.00	3 days before
9	Reinstall Fabric 1st July 4th for 5 Consecutive Years Following Subst. Completion	1	LS		0.00	within 3 days after
10	P&P Bond	1	LS		0.00	
11	Pompano Beach Building Dept. Permit Fee	0	N/A			By Others
	TOTAL BID UNIT 10A				\$0	

Bid Unit 12 - Pier Furnishings						
1	Fish Cleaning Stations	3	BA		0.00	Furnish Only
2	Freight	1	LS		0.00	
3	Tax	1	LS		0.00	
	Subtotal Fish Cleaning Stations				\$0	
4	Furnish Only Benches like Pomp. Bch Blvd.	17	BA		0.00	
5	Freight	1	LS		0.00	
6	Tax	1	LS		0.00	
	Subtotal Benches				\$0	
7	Furnish Only Trash Receptacles similar to Pomp. Bch Blvd. Streetscape	3	BA		0.00	
8	Freight	1	LS		0.00	
9	Tax	1	LS		0.00	
	Subtotal Trash Receptacles				\$0	
10	Fishing Line Disposal Units	6	BA		0.00	
11	Freight	1	LS		0.00	
12	Tax	1	LS		0.00	
	Subtotal Fishing Line Disposal Units				\$0	
	TOTAL BID UNIT 12				\$0	

Bid Unit 21 - Fire Protection and Plumbing						
1	Sawcut, Remove and Patch Concrete Slab on Grade from existing meter, due east, 4' wide	55	LF		0.00	
2	Hand Dig Trench and Install Underground a 2.5 inch HDPE pipe from existing meter to the pier	1	LS		0.00	East and north directions. Approximately 130'
3	Stainless Steel Unistrut, 2.5" HDPE Pipe, and Straps.	1	LS		0.00	
4	Wall Hydrants and Hose Bibs including lines from them to the 2.5" main line	1	LS		0.00	
5	Complete Fire Protection System, including Unistrut, HDPE Piping, & Fire Hose Connections	1	LS		0.00	All work shown on FP0.1, & FP1.1
6	P&P Bonds	1	LS		0.00	
7	City of Pompano Beach Plumbing and Fire Department Permit Fee	1	LS		0.00	
	TOTAL BID UNIT 21				\$0	

Bid Unit 26 - Electrical						
1	Replace Electrical Panel and Time Clock	1	LS		0.00	
2	Grounding	1	LS		0.00	
3	Sawcut, Remove and Patch Concrete Slab on Grade from Electric Room, Due east, 4' wide	55	LF		0.00	
4	Hand Dig Trench and Underground Conduit from electric room to the pier	1	LS		0.00	East and north directions. Approximately 130'
5	Conduit & Boxes per plans	1	LS		0.00	Attached to beams with over sized ss unistrut
6	Branch Wire	1	LS		0.00	
7	Lighting	1	LS		0.00	
8	Receptacles	1	LS		0.00	
9	3" Schedule 80 PVC Conduit for Future Underwater Camera with pull string/ pull box	1	LS		0.00	
10	Temperature Controlled Enclosure for Modem & Future Camera Equipment	1	LS		0.00	Refer to "Specific Scope" for details
11	P&P Bonds	1	LS		0.00	
12	City of Pompano Beach Electrical Permit Fee	1	LS		0.00	
	TOTAL BID UNIT 26				\$0	

Bid Unit 32 - Landscape Mitigation						
1	Sea Oat Liners	700	EA		0.00	
2	Railroad vine (1 gal.) @10' O.C.	15	BA		0.00	
3	Dune Sunflower (1 gal.) 4 plant clusters at 50' O.C.	25	BA		0.00	
4	Beach Elder (1 gal.) 2 plant clusters at 50' O.C. Landward Edge of Dune Area	8	EA		0.00	
5	Sea Oat Liners at MBP trench, if required, near pier	300	EA		0.00	
6	Foot Traffic Protection	1	LS		0.00	
7	Warranty - Inspect mitigation area and replant/ so that there is survival of plants as specified the 1st three months and then 80% survival until 1 year after planting. Include 12 mos. watering.	1	LS		0.00	To ensure compliance with environmental permits issued after drawing P-21
8	Replace damaged plantings north of concession deck damaged by M.B.P. rough-in	500	SF		0.00	Assume similar mix of planting as the mitigation area
9	City of Pompano Beach Landscape Permit Fee	1	LS		0.00	
TOTAL BID UNIT 32					\$0	

Bid Unit 35 - Marine						
General/ Demolition						
1	Mobilization	1	LS	\$ 593,504.00	\$ 593,504.00	
2	Demobilization	1	LS	\$ 249,050.00	\$ 249,050.00	
3	Monitoring of Existing Concession Structure & Nearby Condominium	1	LS	\$ 6,750.00	\$ 6,750.00	Vibration Monitoring & Monitoring of any existing cracks or deformities
4	Means to Support Foundation of Concession Structure and Concession Block Column	1	LS	\$ 6,325.00	\$ 6,325.00	
5	Furnish & Install Temporary and Permanent Signage Required by Env. Permits	1	LS	\$ 2,875.00	\$ 2,875.00	Furnish & Install
6	Prepare/ Implement a Storm Water Prevention Plan	1	LS	\$ 12,500.00	\$ 12,500.00	
7	Underwater Level 1 Video of Bottom around Pier (Before/ After)	2	EA	\$ 7,056.00	\$ 14,112.00	
8	Maintain Complete Road Closure of Traffic	150	Work Days	\$ 53.00	\$ 7,950.00	Road initially closed 24/ 7. Work Days
9	Maintain One Lane Closure of Traffic	363	Work Days	\$ 144.00	\$ 52,272.00	Includes flagmen & moving signage daily.
10	Install/Remove Water wall with fencing daily to maintain access to bathrooms	420	Work Days	\$ 154.00	\$ 64,680.00	Reinstall daily after deliveries. Refer to Exhibit "X" for clarification.
11	Survey and As-builts	1	LS	\$ 14,040.00	\$ 14,040.00	
12	Survey and As-builts - Reef Mitigation Area	1	LS	\$ 14,040.00	\$ 14,040.00	
13	Survey and As-builts - Dune Mitigation Area	1	LS	\$ 7,488.00	\$ 7,488.00	
14	PDA Testing at Test Piles	6	EA	\$ 6,696.00	\$ 40,176.00	3rd party consultant to be provided by others
15	Demolition of Existing Pier	1	LS	\$ 613,194.00	\$ 613,194.00	
16	Sawcut & Removal of Existing Slab on Grade for installation of the Retaining Wall, Refer to Exhibit X for clarification.	1	LS	\$ 7,055.00	\$ 7,055.00	Pouring the related gravity wall and replacement SOG are included below with other CIP items
17	Sawcut & Removal of Existing Slab on Grade Prior to Bent No. 1	1	LS	\$ 5,896.00	\$ 5,896.00	Refer to detail 1/P-42
18	Demolition of Existing Hexagonal Foundation (pier abutment)	1	LS	\$ 7,215.00	\$ 7,215.00	Located near Bent No. 1 (arrow shape)
19	Store and Reinstall Canopy over Bathrooms and the 3ea handrail sections up the stairs to the bathrooms.	1	LS	\$ 12,885.00	\$ 12,885.00	For the event that subsequent construction by others does not occur as anticipated.
20	Relocate Wi-Fi "Repeater" and Public Relations Camera as needed during Construction for Operational Service	2	EA	\$ 6,875.00	\$ 13,750.00	Remove what is not claimed by City at Completion
Subtotal General/ Demolition					\$1,732,007.00	
FURNISH Prestressed, Precast Concrete Product Base Bid					\$1,745,757.00	
Beams & 18" Piling						
21	18" Prestressed Concrete Test Piling (45lf)	1	EA	\$ 1,339.20	\$ 1,339.20	
22	18" Prestressed Concrete Test Piling (60lf)	4	EA	\$ 1,785.60	\$ 7,142.40	
23	18" Prestressed Concrete Production Pile (35lf)	23	EA	\$ 1,041.60	\$ 23,956.80	
24	18" Prestressed Concrete Production Pile (40lf)	11	EA	\$ 1,190.40	\$ 13,094.40	
25	18" Prestressed Concrete Production Pile (55lf)	109	EA	\$ 1,636.80	\$ 178,411.20	
26	18" Prestressed Concrete Production Pile (65lf)	41	EA	\$ 1,934.40	\$ 79,310.40	
27	Post Tensioned Rectangular Beam (7.42lf)	1	EA	\$ 1,050.70	\$ 1,050.70	
28	Post Tensioned Rectangular Beam (10.25lf)	1	EA	\$ 1,451.40	\$ 1,451.40	
29	Post Tensioned Rectangular Beam (10.33lf)	1	EA	\$ 1,462.70	\$ 1,462.70	
30	Post Tensioned Rectangular Beam (10.75lf)	1	EA	\$ 1,522.20	\$ 1,522.20	
31	Post Tensioned Rectangular Beam (13lf)	1	EA	\$ 1,840.80	\$ 1,840.80	
32	Post Tensioned Rectangular Beam (14.33lf)	1	EA	\$ 2,029.10	\$ 2,029.10	
33	Post Tensioned Rectangular Beam (18.08lf)	1	EA	\$ 2,560.10	\$ 2,560.10	
34	Post Tensioned Rectangular Beam (22.08lf)	1	EA	\$ 3,216.50	\$ 3,216.50	

35	Post Tensioned Rectangular Beam (23lf)	4	EA	\$ 3,256.80	\$ 13,027.20	
36	Post Tensioned Rectangular Beam (25.58lf)	1	EA	\$ 3,610.80	\$ 3,610.80	
37	Post Tensioned Rectangular Beam (27lf)	6	EA	\$ 3,823.20	\$ 22,939.20	
38	Post Tensioned Rectangular Beam (28lf)	1	EA	\$ 3,964.80	\$ 3,964.80	
39	Post Tensioned Rectangular Beam (29lf)	144	EA	\$ 4,106.40	\$ 591,321.60	
40	Concrete Bollards	67	EA		Excluded	To be cast in place by Marine Sub. (see below) or priced as an alternate.
41	Rectangular Concrete Bollards (refer to P-40/P-36)	4	EA		Excluded	To be cast in place by Marine Sub. (see below) or priced as an alternate.
42	Supply Bond	1	LS		\$ -	
43	Freight	1	LS	38,062.80	\$ 38,062.80	
44	Tax	1	LS	\$ 57,189.70	\$ 57,189.70	
	Subtotal Furnish Only Precast Piles & Beams				\$ 1,048,504.00	
	14" Pile					
45	14" Prestressed Concrete Test Piling	1	EA	\$ 807.75	\$ 807.75	
46	14" Prestressed Concrete Production Piling	41	EA	\$ 538.50	\$ 22,078.50	
47	Supply Bond	1	LS		\$ -	
48	Freight	1	LS	\$ 4,305.00	\$ 4,305.00	
49	Tax	1	LS	\$ 1,373.18	\$ 1,373.18	
	Subtotal Furnish Only 14" Pile				\$ 28,564.43	
	Concrete Caps					
50	Precast Concrete Cap - 3'-6" x 4'-3" x 22'-9" (Cap 1, 2 & 4-12)	10	EA		0.00	All cost to provide precast concrete caps is included in the "installed" line items below.
51	Precast Concrete Cap - 3'-6" x 4'-3" x 32'-9" (Cap 13-28)	16	EA		0.00	Above
52	"Fish Eye" section	1	EA		0.00	Above
53	Supply Bond	1	LS		0.00	Above
54	Freight	1	LS		0.00	Above
	Subtotal Furnish Only Concrete Caps				0.00	Bid for Separate acceptance
	SUBTOTAL FURNISH Prestressed, Precast Concrete Product				\$1,077,068.43	
	INSTALL Prestressed, Precast Concrete Product Base Bid					
55	Install Test Piles - 18"	5	EA	\$ 8,963.20	\$ 44,816.00	
56	Install Test Pile - 14"	1	EA	\$ 8,214.45	\$ 8,214.45	
57	Install Observation Tower Foundation: 18" Concrete Pile	1	LS	\$ 98,555.20	\$ 98,555.20	
58	Install 18" Prestressed Concrete Production Pile	1	LS	\$ 1,009,023.00	\$ 1,009,023.00	
59	Install 14" Concrete Piles - Pier core - Spans Bent No.'s 2.5 to 4.5	1	LS	\$ 132,601.40	\$ 132,601.40	
60	Install Concrete Caps - 18" Pile	1	LS	\$ 1,457,883.00	\$ 1,457,883.00	Install Precast Caps
61	Install Concrete Caps - 14" Pile	1	LS	\$ 115,639.00	115,639.00	Install Precast Caps
62	Furnish & Install Bearing Pads	1	LS			included in the "Install Concrete Beams" line item
63	Install Concrete Beams	1	LS	\$ 420,251.30	\$ 420,251.30	
64	Install "Fish Eye" Section	1	LS	\$ 2,811.00	\$ 2,811.00	Precast section included in this line item.
	Subtotal INSTALLATION of Prestressed, Precast Concrete				\$3,289,794.35	
	Furnish & Install Cast-in-Place Concrete (C.I.P.)					
65	Excavate for and install side retaining wall (detail 2/P-42). Refer to Exhibit X for clarification.	1.00	LS	\$ 16,474.00	\$ 16,474.00	
66	Repour 4" Sab on Grade to replace Slab Removed for Retaining Wall Construction on south side of pier.	1.00	LS	\$ 12,795.00	\$ 12,795.00	
67	6" thickened edge slab-on grade. (approx. 10' x 20') at Pier Entry	1.00	LS	\$ 16,474.00	\$ 16,474.00	Refer to detail 1/P-42
68	Closure Pours	1.00	LS	\$ 97,678.00	\$ 97,678.00	
69	Furnish & Install two each threaded inserts with appropriately sized eye bolts rated in shear within the rectangular beam closure pour area at intermediate bents 9 through 31.	46.00	EA	\$ 28.50	\$ 1,311.00	
70	Expansion Joint at 5 bent locations	1	LS	\$ 3,530.00	\$ 3,530.00	Bents 1, 6, 12, 18, & 24
71	Typical Concrete Bollards C.I.P.	67	EA	\$ 1,115.00	\$ 74,705.00	
72	Rectangular Concrete Bollards C.I.P.	4	EA	\$ 1,115.00	\$ 4,460.00	Refer to P-40/P-36
73	Observation Tower Foundation: C.I.P. Foundation	1	LS	\$ 58,932.00	\$ 58,932.00	
74	Concrete Parapet for Aluminum Railing	1	LS	\$ 113,558.00	\$ 113,558.00	
	Subtotal of Cast-in-Place Concrete				\$399,917.00	
75	Lumber, Amenities, & Misc. Items					
76	- Wood Deck Panels	21,574	SF	\$ 21.52	\$ 464,272.48	Fabricate & Install Only. Material furnished by others
77	- Wood Railing	1,650	LF	\$ 66.05	\$ 108,982.50	Fabricate & Install Only. Material furnished by others
78	0.5" Neoprene pad between beams and handrail posts	1	LS		\$ -	NO BID
79	Fabricate, furnish and install a wood rod holder	1	LS	\$ 6,045.00	\$ 6,045.00	Similar in design to that on the Deerfield Pier. Minimum 20 rods.
80	Interlocking Paver System	428	SF		\$ -	NO BID
81	Assist with shade structure erection	1	LS	\$ 14,500.00	\$ 14,500.00	
82	Install Benches	27	EA	\$ 600.00	\$ 16,200.00	Offload, transport from nearby Pompano Location, Assemble, Install - Furnished by Others. Refer to Furniture Plan Exhibit Y.
83	Bait Cutting Stations (Installation Only)	3	EA	\$ 450.00	\$ 1,350.00	

84	Trash Receptacles	3	EA	\$ 600.00	\$ 1,800.00	"
85	Install Monofilament Line Receptacles	6	EA	\$ 275.00	\$ 1,650.00	"
86	Mitigation Reef	1	LS	\$ 25,000.00	\$ 25,000.00	
87	P&P Bonds	1	LS	\$ 71,410.00	\$ 71,410.00	
	Subtotal Lumber, Amenities, & Misc. Items				711,209.98	
	Work Items Not Included Elsewhere					
88	Camera Post Supports	3	EA	\$ 988.00	\$ 2,964.00	
89				\$ -	-	Describe
90				\$ -	-	Describe
91				\$ -	-	Describe
	Subtotal of Work Items Not Included Elsewhere				\$2,964.00	
	TOTAL Bid Unit 35 - Marine				7,242,960.76	

\$7,226,710.76

EXHIBIT
L

#N/A
SUBMITTED TO: The Whiting-Turner Contracting Company
#N/A
BID DUE DATE: 1/31/2017 at 4PM
REQUESTED ALTERNATES



	Alternates Description	QTY	UNIT	UNIT PRICE Add OR (Delete)	TOTAL BID AMOUNT	COMMENTS
	Bid Unit 5A - Handrail					
1	Furnish only, all straight rail as aluminum rail as detailed in Exhibit "U". Include neoprene pad. Allthread through beam with nuts & washers provided by others.	1	LS		\$0.00	In the bae bid, all linear handrail is to be of wood construction.
	Freight	1	LS		\$0.00	
	Tax	1	LS		\$0.00	
	Subtotal Furnish all Straight Rail as Aluminium				\$0.00	
2	Install Only straight rail fabricated as an alternate as aluminum instead of wood	1	LS		\$0.00	
3	Premium cost for 316 Stainless Steel J-Bolts at the Fish Eye Instead of the Specified Galvanized Bolts	1	LS		\$0.00	
4	Furnish Only Aluminum Rod holder (i.e. Birdsal Marine Weld on 15 degree, straight, clear, angled.	50	EA		\$0.00	
5	Welding of above Rod Holders to outside of 14x2.31 posts in Shop	50	EA		\$0.00	
	Bid Unit 5A - Lumber					
1	Freight to Pompano Beach Jobsite (222 N. Pompano Beach Blvd., Pompano Beach, FL 33062) instead of to the West Palm Beach Location Requested in the Base Bid	1	LS		\$0.00	
2	Ipe Top Cap on Handrail Instead of SYP					Top rail as IPE instead of the specified SYP. Refer to Detail UI.
	Top Railing (IPE)					
	1x8 x 14'-0" (IPE)	110	EA		\$0.00	
	2x4 x 14'-0" (SYP)	110	EA		\$0.00	
	1x8 x 8'-0" (IPE)	30	EA		\$0.00	Handicap Sections
	Delete SYP 2x8's Not Needed if Ipe Top Rail:					
	2x8 x 14'-0" SYP Credit	-110	EA		\$0.00	
	2x8 x 8'-0" SYP Credit	-30	EA		\$0.00	
	Net Tax	1	LS		\$0.00	
	Net Freight to 313 65th Trail North, West Palm Beach, FL 33413	1	LS		\$0.00	
	Subtotal Ipe Top Cap on Handrail Instead of SYP				\$0.00	
	Bid Unit 6B - Hardware					
1	Freight to Pompano Beach Jobsite (222 N. Pompano Beach Blvd., Pompano Beach, FL 33062) instead of to the West Palm Beach Location Requested in the Base Bid	1	LS		\$0.00	
	Bid Unit 10 A - Shade Structures					
1	Instead of Painted Galvanized Steel as specified in Attachment 11, furnish and install all column, beams, and structural steel members as type 304 stainless steel, Finish coat paint spec to remain as is. HOWEVER, PRIME COAT to be Sherwin Williams SeaGuard MP Epoxy					
	Shop Drawings, Calculations, Preconstruction Planning 316 stainless steel structural members	1	LS		\$0.00	
	Large Shade Structures Material Only	1	LS		\$0.00	
	Smaller Shade Structure Material Only	3	EA		\$0.00	
	Freight	1	LS		\$0.00	
	Tax (6%)	1	LS		\$0.00	
	Subtotal Furnish Only Type 304 Stainless Steel Structural Members Material				\$0.00	
2	Instead of Painted Galvanized Steel as specified in Attachment 11, furnish and install all column, beams, and structural steel members as type 316 stainless steel, paint spec to remain as is. HOWEVER, PRIME COAT to be Sherwin Williams SeaGuard MP Epoxy					
	Shop Drawings, Calculations, Preconstruction Planning 316 stainless steel structural members	1	LS		\$0.00	
	Large Shade Structures Material Only	1	LS		\$0.00	
	Smaller Shade Structure Material Only	3	EA		\$0.00	
	Freight	1	LS		\$0.00	
	Tax (6%)	1	LS		\$0.00	
	Subtotal Furnish Only Type 316 Stainless Steel Structural Members Material				\$0.00	
	Bid Unit 21 - Fire Protection and Plumbing					
1	Fiberglass Unistrut and Straps Instead of 316 Stainless Steel	1	LS		\$0.00	
	Division 26 - Electrical					
1	Fiberglass Unistrut and Straps Instead of 316 Stainless Steel	1	LS		\$0.00	Provide cut sheet with bid
2	Expansion fittings at each Bent (about 30' o.c.)	1	LS		\$0.00	Provide cut sheet with bid
	Bid Unit 35 - Marine					
1	ALL Rebar in Beams and Pile Caps to be GALVANIZED to the Specification on drawing P-3	1	LS	\$86,779.00	\$86,779.00	NOTE - THIS AMOUNT TO BE ADDED TO THE BASE BID NUMBERS

2	ALL Rebar in Beams and Pile Caps to be MMFX -2	1	LS	\$288,330.00	\$288,330.00	NOTE - THIS AMOUNT TO BE ADDED TO THE BASE BID NUMBERS
3	Pour 3000 psi slab on grade with wire mesh where interlocking pavers are shown instead of the pavers.	1	LS	\$8,500.00	\$8,500.00	
4	Install Aluminum Curved Rail (Furnished by others) as per the drawings	1	LS	\$40,058.00	\$40,058.00	
5	Install Aluminum Straight Rail Furnished by others instead of installing wood rail furnished & installed by this subcontractor.	1	LS	\$143,550.00	\$143,550.00	Refer to Exhibit U1. NOTE- DEDUCT RAILING BASE BID LINE ITEM IF THIS ALTERNATE IS DESIRED.
6	Install Wood Handrail top cap as lpc instead of SYP	1	LS	\$10,064.00	\$10,064.00	Refer to Exhibit U1 for full height rail clarification. NOTE - THIS AMOUNT TO BE ADDED TO THE BASE BID NUMBERS

THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

EXHIBIT L

VOLUNTARY / ALTERNATE PRICING SCHEDULE

A. VOLUNTARY ALTERNATE ITEM #1; Augercast pile alternate

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following: (All work shall be furnished and installed unless specifically noted otherwise herein.)

This work shall include all items indicated on the attached General Scope of Work as such items apply to this work unless specifically noted otherwise herein.

Description
1. Include description of voluntary alternate as well as the proposed cost savings.
Alternate item #1 represents the proposal to utilize 18" diameter augercast piling for Endbent 1, Intermediate Bents 2 and 3 (9 each pile total, lengths remain the same) to alleviate potential vibration damage to the existing concession building. If this alternate is accepted the potential savings would be \$8,250.00.

B. VOLUNTARY ALTERNATE ITEM #2; _____

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following: (All work shall be furnished and installed unless specifically noted otherwise herein.)

This work shall include all items indicated on the attached General Scope of Work as such items apply to this work unless specifically noted otherwise herein.

Description
1. Include description of voluntary alternate as well as the proposed cost savings.

Attach additional pages as necessary for clarification or additional alternates.

Check one of the boxes below:

- ☒ We have read and accept all conditions of the Whiting-Turner (W-T) standard subcontract form and would enter into an agreement upon W-T's acceptance of this proposal.
- ☐ We have read and do not accept all conditions of the W-T standard subcontract. (Attached is a letter explaining proposed changes) Upon W-T's acceptance, we would enter into an agreement with Whiting-Turner.
- ❖ Any proposed changes to the subcontract form submitted with the proposal may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Initial and submit this exhibit with the Proposal Form

Exhibit A – Insurance Requirements:

Check one of the boxes below:

- ☒ We meet all the insurance criteria shown in Exhibit A. (Note all participants whose personnel touch foot onto the new or existing pier must provide confirmation of longshoreman's insurance.)
- ☐ We do not meet all the insurance criteria in Exhibit A. (Attach a list of insurance exceptions taken and a cost increase to meet the limits specified in Exhibit A)

Initial and submit this exhibit with the Proposal Form

Exhibit B – Scope of Work (General & Specific)

Check one of the boxes below:

- ☒ We received and reviewed the Scope of Work and make no exceptions. (Do not attach the scope of work).
- ☐ We received and reviewed the Scope of Work and make the following exceptions. (Attach the list of exceptions)
- ❖ Checking this box may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibit C – Equal Employment Opportunity (EEO)

- ☒ EQUAL EMPLOYMENT OPPORTUNITY: There are incorporated in this proposal the provisions of Executive Order 11426 as amended by the President of the United States on Equal Employment Opportunity and the rules and regulations issued pursuant thereto with which undersigned agrees that he will comply unless exempted.

Exhibit D – Subcontractors & Vendors List

- ☒ Complete, initial and submit this exhibit with the Proposal Form.

Exhibit E (Schedule Discussion) & Exhibit E1 (Bar Chart Schedule)

Check one of the boxes below:

Initialed by: _____
Contractor: _____ Subcontractor: 

THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

- ☒ We received and reviewed the schedule and take no exception to this.
- ☐ We received and reviewed the schedule and take the following exceptions. (Attach the list of exceptions)

Initial and submit this exhibit with the Proposal Form

Exhibit F – Safety & Exhibit G – WT Invoicing / Release Forms

Do not attach these Exhibits with the Proposal Form.

Check one of the boxes below:

- ☐ We received and reviewed the above items and take no exception to them.
- ☒ We received and reviewed the above items and take the following exceptions. (Attach the list of exceptions)

MLCI safety manual to

be included in overall plan
and applied to all parties
on, or approaching, MLCI
work areas.

❖ Exceptions to these documents may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibit H – Bid Bond Form

- The following scopes of work will be required to provide bid bonds: 05A-Handrail, 10A-Shade Structures, 21-Fire Protection, 26-Electrical, 35-Marine.
 - Originals of the bid bonds must be delivered to Whiting-Turner within 48 hours of the bid due date. Copy of Bid Bond must be submitted with bid.
 - Surety issuing Bid Bond should be listed on the US Department of the Treasury list of approved Sureties.
- ☒ Standard Whiting-Turner unmodified Bid Bond.
- ☐ Unmodified WT Addendum (attached), and AIA Document A310 – 2010.

Exhibit H1 –Payment and Performance Bond Forms

- ☒ All bidders required to provide a bid bond will be required to provide the attached unmodified Payment and Performance Bonds executed by the bidder's surety, upon acceptance of bid by Whiting-Turner and the issuance of a subcontract to the bidder.

Exhibit I (Not Used)

Exhibit J (Drawing Log)

Check one of the boxes below (do not submit this exhibit):

- ☒ We have received and/or reviewed all the contract documents pertaining to this project.
- ☐ We have not received and/or reviewed all the contract documents pertaining to this project. (Submit a list of all contract documents you received and/or reviewed)
- ❖ (Note that it is the subcontractor's responsibility to review and ensure compliance with all contract documents. All contract documents are available for review at W-T's office) Checking this box shall be an unacceptable Qualification and shall make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Initialed by:
Contractor: _____

Subcontractor: _____



THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

Exhibits K – N (Pricing Breakdown Schedule (SOV's), Voluntary Alternate Pricing, Unit Prices, and Quantities)

- ☒ Complete, initial, and submit these exhibits with the Proposal Form. Note that the Total Bid Unit Amount on SOV's should match the Base Bid amount on Page 1 of this Proposal Form.

Exhibit O – Subcontractor Information Sheet

- ☒ Complete, initial, and submit this exhibit with the Proposal Form.

Exhibit P - Local Business Participation

- ☒ LOCAL BUSINESS PARTICIPATION:

1. Local business is defined as any business within the city limits of Pompano Beach. Submit the attached "Local Business Participation Form with this bid. The project local participation goal is to exceed **20%**. Utilization of local businesses will be considered as a factor in bid evaluations.

2. Estimated Local participation (base bid):

Total Local Participation: 4.9 %

\$ 350,751.05

Initial and submit this exhibit with the Proposal Form

Exhibit Q – Local Workforce Participation

- ☒ LOCAL WORKFORCE PARTICIPATION:

1. Local workforce is defined as any resident living within the city limits of Pompano Beach. A Local Workforce Participation Summary documenting the names and addresses of the local project participants will be submitted with each monthly progress billing. The project local Workforce participation goal is to exceed **20%**. Local workforce utilization will be considered as a factor in bid evaluations.

2. Estimated Local Workforce (base bid):

Total Local Participation: 3,702 Hours = 6.7 % (of estimated total man hours) (MLCI)

Estimated number of local workers utilized: 1 Each

Initial and submit this exhibit with the Proposal Form


Initialed by: _____
Contractor: _____ Subcontractor: 

Exhibit R – Small Business Enterprise (SBE) Participation

☒ **SMALL BUSINESS ENTERPRISE PARTICIPATION:**

1. The definition for an SBE, for the purpose of the City's voluntary program is taken from the State of Florida Statute 288.703(1). Each bidder must submit the Small Business Participation form with this proposal. In addition, an SBE Participation summary form must be submitted with each monthly progress billing. The project voluntary small business participation goal is to exceed **15%**.

2. Estimated SBE participation (**base bid**):

3. Total SBE Participation: _____ %

\$ _____

Initial and submit this exhibit with the Proposal Form

Attachments 3, 4 & 5 – Owner/ CMAR Agreement, Geotechnical Report, and Staging/ Access Plan, (All Posted on the Project Box.com website)

Check one of the boxes below:

- ☒ We have received and/or reviewed all of the above referenced documents.
- ☐ We have not received and/or reviewed all the contract documents pertaining to this project. (Submit a list of all contract documents you received and/or reviewed)
- ❖ (Note that it is the subcontractor's responsibility to review and ensure compliance with all contract documents. All contract documents are available for review on the W-T Box.net site referenced herein and also available at W-T's office) Checking this box shall be an unacceptable Qualification and shall make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Do not attach these Attachments the Proposal Form.

Additional Information to be Provided only by: Bid Unit 35 – Marine Contractor

☒ Provide a written explanation of milestone dates on the schedule information provided that differs significantly from those projected by this subcontractor.

☒ Provide the following information regarding Equipment to be used on the pier, with the bid submittal:

1. *The Pier piling and pile caps have been designed to carry a mobile crane with 100 ton capacity. Prior to use the contractor must design temporary support beam to carry the crane, provide details regarding proposed crane support. Crane loading must be approved by Engineer of Record prior to use.*
2. *Crane Loading Diagram must include:*
 - Vehicle weight and positioning
 - Material weight being transported on pier
 - Construction sequence diagrams and procedures for lifting
3. *Material properties and strengths of proposed mats or beams.*

Initialed by:

Contractor: _____ Subcontractor: 

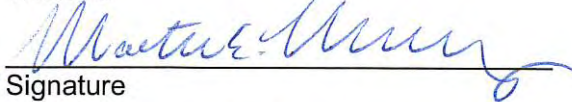
THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

CONCLUSION: The undersigned agrees that they will not modify, withdraw or cancel this proposal or any part thereof for ninety (90) days after the date for the receipt of bids.

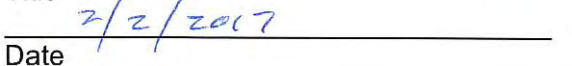
The undersigned has carefully reviewed the General Conditions and Standard Subcontract Agreement and agrees with all terms and conditions without any exceptions to these documents. If this proposal is accepted, the undersigned agrees to execute the Form of Agreement and to provide all necessary bonds and insurance certificates within five (5) days of award of subcontract or prior to start of work, whichever comes first.

Witness:


Signature


Name


Title


Date

Murray Logan Construction, Inc.

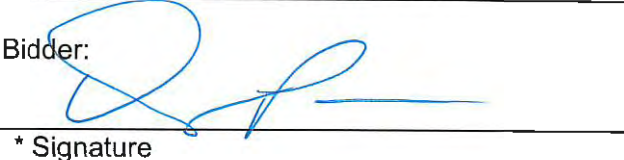
Bidder, Firm or Corporate Name

313 65th Trail North

Address

West Palm Beach, FL 33413

Bidder:


* Signature

David Logan

Name


President

Title

February 2, 2017

Date

* The Proposal must be signed by a representative legally empowered to commit the company.

Initialed by: _____
Contractor: _____ Subcontractor: 

SUBCONTRACTOR BID BOND

BOND NO. not applicable

PROJECT: Municipal Ocean Pier for the City of Pompano Beach, FL
(Name, location or address and Project Number)

KNOW ALL MEN BY THESE PRESENTS:

That Murray Logan Construction, Inc., 313 65th Trail N., West Palm Beach, FL 3341, a corporation of the State of FL

(Insert Name, address and state of incorporation of Subcontractor)

hereinafter called Subcontractor, and QBE Insurance Corporation, One General Drive, Sun Prairie, WI 53596, Incorporated in the State of Pennsylvania

(Insert the name, address and state of incorporation of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto THE WHITING-TURNER CONTRACTING COMPANY, 300 East Joppa Road, Towson, Maryland 21286 as Oblige, hereinafter called Contractor or Oblige, in the amount of **TEN PERCENT OF THE AMOUNT BIDD** Dollars (\$10%) [Bond amount should be 10% of Bid Amount unless otherwise required by the bid documents] for the payment whereof Subcontractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly as provided herein:

The conditions of this Bond are such that if the Contractor accepts the bid of the Subcontractor within the greater of 90 days from submission of the bid or the time specified in the bid documents, or within such time period as may be agreed to by the Contractor and Subcontractor, and the Subcontractor either (1) enters into a Subcontract with the Contractor in accordance with the terms of such bid, and contemporaneously 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 Contractor, for the faithful performance of such Subcontract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Contractor the difference between the amount specified in said bid and such larger amount for which the Contractor 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 Contractor and Subcontractor to extend the time in which the Contractor may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding one hundred eighty (180) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Contractor shall obtain the Surety's consent for an extension beyond one hundred eighty (180) days.

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 here from 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.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 1ST day of February, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Murray Logan Construction, Inc.

Subcontractor

By:

(Seal)

Signature

DAVID LOGAN FOR

Witness:

Adrianne Scaler
Adrianne Scaler

By:

Name and title - type or print

QBE Insurance Corporation

Surety
(Seal)

Signature - Attorney-in-Fact

Joseph Dobkowski, Jr., Attorney-In-Fact

CORPORATE ACKNOWLEDGMENT

Form 152

State of
County of

On this _____ day of _____, before me
personally came _____, to me known,
who, being by me duly sworn, did depose and say that he/she resides in

_____ of the

the corporation described in and which executed the above instrument;
that he/she knows that seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by order of
the Board of Directors of said corporation, and that he/she signed
his/her name thereto by like order.

(SEAL)

CORPORATE ACKNOWLEDGMENT

Form 152

State of NJ
County of Monmouth

On this 1st day of February, 2017 before me
personally came Joseph Dobkowski, Jr., to me known,
who, being by me duly sworn, did depose and say that he/she resides in
Bernards Township, NJ

that he/she is the Attorney-In-Fact of the
QBE Insurance Corporation

the corporation described in and which executed the above instrument;
that he/she knows that seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by order of
the Board of Directors of said corporation, and that he/she signed
his/her name thereto by like order.

(SEAL)

Adrianne Scalera

ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/3/2021

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2015

(In thousands)

ADMITTED ASSETS

	As of Dec 31, 2015
Cash and invested assets	\$ 1,112,969
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	248,994
Reinsurance recoverable on paid losses and loss adjustment expenses	109,096
Funds held by ceding companies	5,564
Net deferred tax asset	91,077
Investment income due and accrued	2,253
Receivables from parent, subsidiaries and affiliates	391,378
Other assets	174,408
TOTAL ADMITTED ASSETS	\$ 2,135,735

LIABILITIES AND CAPITAL AND SURPLUS**Liabilities**

Reserves for losses and loss adjustment expenses	\$ 647,281
Unearned premiums	218,809
Reinsurance payable on paid loss and loss adjustment expenses	7,925
Ceded reinsurance premiums payable, net of commissions	148,635
Other expenses	1,363
Commissions payable	61,916
Funds held under reinsurance	8,138
Taxes, licenses and fees	3,360
Remittances and items not allocated	21,530
Payable to parent, subsidiaries and affiliates	336,959
Provision for reinsurance	6,480
Retrospective reinsurance	(3,017)
Amounts withheld or retained for account of others	(2,823)
Other liabilities	(56,492)
Total Liabilities	\$ 1,400,063

Capital and Surplus

Common stock	\$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	811,175
Special surplus funds	3,017
Unassigned funds (deficit)	(83,407)
Total capital and surplus	\$ 735,672

TOTAL LIABILITIES AND CAPITAL AND SURPLUS**\$ 2,135,735**

I, Brett Halsey, Senior Vice President of QBE Insurance Corporation hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2015, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.

QBE INSURANCE CORPORATION

By: Brett Halsey, Senior Vice President

Subscribed and sworn to me this 15th day of March

By: Harpreet Kaur Mann, Notary Public

Harpreet Kaur Mann
Notary Public, State of New York
No. 02MA6335099
Qualified in New York County
Commission Expires December 28, 2019



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE BLUE BORDER

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 88 Pine Street, New York, NY 10005, has made, constituted and appointed, and does by these presents make, constitute and appoint **Peter F. Jones, Kathleen M. Cristiano, Adrienne Scalera and Joseph Dobkowski Jr. of Alliant Insurance Services, Inc. of Clark, NJ** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this November 30, 2016.

Attest:

QBE INSURANCE CORPORATION

(Seal)

By:

Brett Halsey
Brett Halsey
Senior Vice President

By:

Matt
Matt Curran
Senior Vice President

STATE OF FLORIDA

)

)SS.:

COUNTY OF SEMINOLE

)

On this November 30, 2016, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

LISA M. PARENT
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF104252
EXPIRES 5/16/2018
BONDED THRU 1-888-NOTARY1

By:

Lisa M Parent
Lisa M Parent, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Assistant Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 1st day of February 2017

(Seal)

By:

J. R. Gonzalez
Jose Ramon Gonzalez, Jr., Corporate Secretary

THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

Exhibit O

Subcontractor Information Sheet

1. Company Name Murray Logan Construction, Inc.
2. Item of Work #35 - Marine
3. Address 313 65th Trail North, West Palm Beach, FL 33413
4. Office Phone Number (561) 686-3948
5. Office Fax Number (561) 686-7465
6. Field Office Phone Number TBD
7. Field Office Fax Number TBD
8. Company CEO/President David Logan
9. Field Superintendent/Foreman TBD
10. Project Manager/Engineer Martin Murphy e-mail martinm@murraylogan.com
11. Other Key Personnel Andy Logan e-mail andyl@murraylogan.com
12. Emergency Phone Numbers (Home or pager or other, please specify)
Name Martin Murphy Title: Project Manager Phone No. (561) 719-5401 (cell)
13. Insurance Company Agent
Name Willis of Florida, Inc.-C/O 26 Century Blvd. Phone No. (877) 945-7376
Address P.O. Box 305191, Nashville, TN 37230-5191
14. Bonding Company Agent
Name Alliant Insurance Services, Inc. Phone No. (561) 799-3307
Address 7108 Fairway Drive, Suite 225, Palm Beach Gardens, FL 33418
15. License Number
State(s) Florida Lic. No. CGC 041939
16. Federal ID Number 591208353

EXHIBIT D**Subcontractors & Vendors List****1. 2nd Tier Subcontractors/Suppliers**

Please use additional page as necessary.

NAME	ADDRESS	PHONE	CONTACT NAME	APPROXIMATE CONTRACT AMOUNT
CEMEX	1501 Belvedere Rd., WPB	(800)226-5521	Dave Aiken	\$118,412.00
South Eastern Prestressed Conc., Inc.	860 Benoist Farms Rd. West Palm Beach, FL	(561)793-1177	Diane Bassett	\$947,080.00
DLS Prestressed, Inc.	1600 SW 60th Street Pompano Beach, FL	(954)933-9232	Ivy Simon	\$22,617.00
Keith & Associates, Inc.	301 East Atlantic Blvd. Pompano Beach, FL	(954)788-3400	Traci Scheppske	\$176,840.00
Stuart Building Products	1341 NW 15th Street Pompano Beach, FL 33069	(954)971-7264	Carlos Lopez	\$37,932.05
Commercial Diver Services of FL, LLC	5200 North Federal Hwy, Ft. Lauderdale, FL	(954)245-4811	Gino Gargiulo	\$11,200.00

EXHIBIT P

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Prime Contractor's Name: Whiting-Turner Contracting Co.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>
DLS Prestressed, Inc.	Ivy Simon (954) 933-9232	Supply of 14" prestressed concrete pile	\$22,617.00
Stuart Building Products	Carlos Lopez (954) 971-7264	Supply of reinforcing steel to Murray Logan Constr. for precast/CIP items	\$37,932.05 **
Stuart Building Products	Carlos Lopez (954) 971-7264	Supply of reinforcing steel to South Eastern Prestressed Concrete, Inc. for precast/P.T. Beams	\$43,952.00 **
Keith & Associates, Inc.	Tracie Scheppske (954) 788-3400	Survey control layout and support	\$176,840.00
CEMEX	Dave Aiken (800) 226-5521	Ready mix concrete placed onsite	\$69,410.00

* Request from suppliers as well.

** Represents the total amount for Grade 60 reinforcing
(no alternate HDG or MMFX cost is included)

 Initial

Local Business
Participation 4.9 %

EXHIBIT Q
CITY OF POMPAN0 BEACH
LOCAL WORKFORCE UTILIZATION REPORT

PRIMARY TRADE CONTRACTOR: Murray Logan Construction , Inc.

REPORTING PERIOD: TBD

LIST OF ALL EMPLOYEES	ADDRESS (INCLUDING ZIP CODE)	START DATE END DATE	CLASSIFICATION	LOCAL RESIDENT MANHOURS	NON-LOCAL RESIDENT MANHOURS	TOTAL MANHOURS
FOR BID PURPOSES LIST CLASSIFICATION ONLY	FOR BID PURPOSES INDICATE ONLY "LOCAL RESIDENT" OR "NON-LOCAL"	N/A FOR BID	I.E. OPERATOR, LABORER, CARPENTER, ETC.	-	-	-
1 each Employee	Local Resident	TBD	Labor	3,702		
Total						

Executed by (Signature): _____

Date: _____ Phone: _____

*For each employee listed on this report as a local resident, a picture ID (Driver's License, State ID or Passport) with the monthly pay request.

Local Resident
Manhours: 6.7 % **

Exhibit R
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount/Percentage</u>

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly ☐ YES ☐ NO

 Initial

III. BID PACKAGE

THE WHITING-TURNER CONTRACTING COMPANY

ENGINEERS AND CONTRACTORS

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

1901 WEST CYPRESS CREEK ROAD, SUITE 101
FORT LAUDERDALE, FLORIDA 33309
954-776-0800

INSTITUTIONAL
COMMERCIAL
CORPORATE
TECHNOLOGY
INDUSTRIAL/PROCESS
INFRASTRUCTURE
SUSTAINABILITY

January 16, 2017

The City of Pompano Beach Fishing Pier Project

INVITATION TO BID

Attn: Subcontractors/ Suppliers,

You are hereby invited to submit a bid proposal as one of the selected bidders on the above mentioned project.

1) **Description of project:** The existing Pompano Beach fishing pier will be closed to the public, and a new fishing pier will be constructed in its place. Although the pier will be closed to the public, the public will continue to enjoy all of the surrounding beach facilities, so care and coordination with the public will be a primary responsibility of all participants working on this project. The project is located at 222 N. Pompano Beach Blvd., Pompano Beach, FL 33062

2) Points of contact divided by scope of work for the bid:

Lorenza Blyden | Project Engineer – Divisions 00 through 12
- Lorenza.Blydene@Whiting-Turner.com
Office: (954) 776-0800

Frank Zaremba | Project Manager – Divisions 21 through 35
- Frank.Zaremba@Whiting-Turner.com
Office: (954) 776-0800

3) **Bids :** Bids will be received for this package by **hand or via email**, at the above address on or before **4:00 PM on January 31, 2017**. Proposals must be typewritten or handwritten neatly and bid packages fully executed. No bids will be accepted by telephone or over the fax.

4) **Link to Plans & Specifications:**
<https://whiting-turner.box.com/s/oxiv2slvks2gt1jg9v88mrbyz38bb0ko>

5) Exhibits & Attachments are as follows *:

- ❖ Exhibit A - Insurance (Refer to Pages SCFL 11 & SCFL 12 on WT Standard Subcontract)
- ❖ Exhibit B - General and Specific Scope of Work
- ❖ Exhibit B - Specific Scope of Work
- ❖ Exhibit C - Equal Employment Opportunity (EEO) – Refer to final pages of WT Standard Subcontract
- ❖ Exhibit D - Subcontractors & Vendors List **
- ❖ Exhibit E - Project Schedule Discussion
- ❖ Exhibit E1 - Bar Chart Schedule
- ❖ Exhibit F - Jobsite Safety Rules
- ❖ Exhibit G - W-T Invoicing/ Release of Lien Forms & Procedures
- ❖ Exhibit H - Bid Bond Forms **
- ❖ Exhibit H - Payment & Performance Bond **
- ❖ Exhibit I - ~~Specification Log~~ (Not Used)
- ❖ Exhibit J - Drawing Log *
- ❖ Exhibit K - Pricing Breakdown Schedule (SOV's)
- ❖ Exhibit L - Voluntary/Alternate Pricing
- ❖ Exhibit M - Not Used
- ❖ Exhibit N - Not Used
- ❖ Exhibit O - Subcontractor Information Sheet **
- ❖ Exhibit P - Local Business Participation Form **
- ❖ Exhibit Q - Local Workforce Participation Form**
- ❖ Exhibit R - Small Business Participation Form**
- ❖ Exhibit S - Staging and access plan
- ❖ Exhibit S1 - Fence Plan
- ❖ Exhibit S2 - Preliminary M.O.T. Plan
- ❖ Exhibit T - Subcontractor Daily Work Report
- ❖ Exhibit U - Sketch R-1A Alternate Railing & Cap Details
- ❖ Exhibit U1 - Sketch Alternate IPE Wood Top Rail
- ❖ Exhibit V - Camera Post Detail
- ❖ Exhibit W - Camera Wi-Fi Layout Plan
- ❖ Exhibit X - Misc. Marine Subcontractor Clarifications
- ❖ Exhibit Y - Furniture Plan

- ❖ Attachment 1 - Whiting-Turner Standard Subcontract Form pages SCFL 1 – SCFL 16
- ❖ Attachment 1a - Whiting-Turner Standard Purchase Order Agreement for Material Only Agreements
- ❖ Attachment 2- PERMITS
 - 2A - Broward County Permit
 - 2B - FDEP Permit
 - 2C - Building Department Permit (Pending)
 - 2D - USACE Permit (Pending)
- ❖ Attachment 3 - Owner (City of Pompano Beach)/ CMAR (Whiting-Turner) Contract
- ❖ Attachment 3a - Owner/ CMAR Contract General Conditions
- ❖ Attachment 4 - Geotechnical Report dated March 25, 2015, including Appendix – FB Deep Analysis Results
- ❖ Attachment 5 - Waste Management Agreement and rates.
- ❖ Attachment 6 - Submerged Land Lease
- ❖ Attachment 7 - WT Invoicing Forms
- ❖ Attachment 8 - City Record Standards & Requirements (As-built Requirements)
- ❖ Attachment 9 - Direct Owner Purchase Program
- ❖ Attachment 10 - City of Pompano Beach Sample Purchase Order for items falling under the D.O.P. Program
- ❖ Attachment 11 - Shade Structure Specifications & Renderings
- ❖ Attachment 12 - Site Specific Environmental Safety Plan

* All documents are available on Whiting-Turner's Box.com project website, including the drawings.

** Electronic Version of document is available on Box.com in Word or Excel format.

- 6) A 10% **bid** bond is required for the **following bid units: 05A-Handrail, 10A-Shade Structures, 21-Fire Protection & Plumbing, 26-Electrical, and 35-Marine.**
- 7) **Whiting-Turner will only consider bid responses from bidders to whom Whiting-Turner has directly issued an invitation to bid.**

Thank you for your anticipated interest in this bid. Please let us know if you have any questions. We look forward to a very successful project.

Very truly yours,

THE WHITING-TURNER CONTRACTING COMPANY



Frank Zaremba
Project Manager

PROPOSAL FORM
POMPANO BEACH FISHING PIER

Base Bid

Bid Item # _____
Bid Package for: _____
Name of Bidder: _____

To: The Whiting-Turner Contracting Company
1901 W Cypress Creek Road
Fort Lauderdale, FL 3309
Attn: Lorenza Blyden, Project Engineer OR, Frank Zaremba, Project Manager

From: _____

Attention: _____

Telephone No.: (_____) _____ - _____

Lump Sum Price (Base Bid):

Having carefully examined the Contract Documents and having visited the site and examined all conditions affecting the work, the undersigned proposes to perform all work that is required, without exception, as outlined in the Contract Documents for the Lump Sum Price of:

_____ **Dollars.**
(\$ _____).

The Lump Sum Price indicated above includes all Federal, State and Local Taxes including but not limited to Sales, Use, and Excise Taxes that may be imposed on materials and services provided under this proposal.

Addenda:

The undersigned acknowledges receipt of the following Addenda issued during the bidding period and has included all changes within the base bid:

Addendum No.: _____	Dated _____	Addendum No.: _____	Dated _____
Addendum No.: _____	Dated _____	Addendum No.: _____	Dated _____
Addendum No.: _____	Dated _____	Addendum No.: _____	Dated _____
Addendum No.: _____	Dated _____	Addendum No.: _____	Dated _____

Refer to the Exhibits and Attachments for the following parts:

Attachment 1 - Subcontract Acceptance (Pages SCFL1 to SCFL9):

Check one of the boxes below:

- ☐ We have read and accept all conditions of the Whiting-Turner (W-T) standard subcontract form and would enter into an agreement upon W-T's acceptance of this proposal.
- ☐ We have read and do not accept all conditions of the W-T standard subcontract. (Attached is a letter explaining proposed changes) Upon W-T's acceptance, we would enter into an agreement with Whiting-Turner.
- ❖ Any proposed changes to the subcontract form submitted with the proposal may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Initial and submit this exhibit with the Proposal Form

Exhibit A – Insurance Requirements:

Check one of the boxes below:

- ☐ We meet all the insurance criteria shown in Exhibit A. **(Note all participants whose personnel touch foot onto the new or existing pier must provide confirmation of longshoreman's insurance.)**
- ☐ We do not meet all the insurance criteria in Exhibit A. (Attach a list of insurance exceptions taken and a cost increase to meet the limits specified in Exhibit A)

Initial and submit this exhibit with the Proposal Form

Exhibit B – Scope of Work (General & Specific)

Check one of the boxes below:

- ☐ We received and reviewed the Scope of Work and make no exceptions. (Do not attach the scope of work).
- ☐ We received and reviewed the Scope of Work and make the following exceptions. (Attach the list of exceptions)
- ❖ Checking this box may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibit C – Equal Employment Opportunity (EEO)

- ☐ EQUAL EMPLOYMENT OPPORTUNITY: There are incorporated in this proposal the provisions of Executive Order 11426 as amended by the President of the United States on Equal Employment Opportunity and the rules and regulations issued pursuant thereto with which undersigned agrees that he will comply unless exempted.

Exhibit D – Subcontractors & Vendors List

- ☐ Complete, initial and submit this exhibit with the Proposal Form.

Exhibit E (Schedule Discussion) & Exhibit E1 (Bar Chart Schedule)

Check one of the boxes below:

- ☐ We received and reviewed the schedule and take no exception to this.
- ☐ We received and reviewed the schedule and take the following exceptions. (Attach the list of exceptions)

Initial and submit this exhibit with the Proposal Form

Exhibit F – Safety & Exhibit G – WT Invoicing / Release Forms

Do not attach these Exhibits with the Proposal Form.

Check one of the boxes below:

- ☐ We received and reviewed the above items and take no exception to them.
- ☐ We received and reviewed the above items and take the following exceptions. (Attach the list of exceptions)

❖ Exceptions to these documents may make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibit H – Bid Bond Form

- The following scopes of work will be required to provide bid bonds: 05A-Handrail, 10A-Shade Structures, 21-Fire Protection, 26-Electrical, 35-Marine.
 - Originals of the bid bonds must be delivered to Whiting-Turner within 48 hours of the bid due date. Copy of Bid Bond must be submitted with bid.
 - Surety issuing Bid Bond should be listed on the US Department of the Treasury list of approved Sureties.
- ☐ Standard Whiting-Turner unmodified Bid Bond.
- ☐ Unmodified WT Addendum (attached), and AIA Document A310 – 2010.

Exhibit H1 –Payment and Performance Bond Forms

- ☐ All bidders required to provide a bid bond will be required to provide the attached unmodified Payment and Performance Bonds executed by the bidder's surety, upon acceptance of bid by Whiting-Turner and the issuance of a subcontract to the bidder.

Exhibit I (Not Used)

Exhibit J (Drawing Log)

Check one of the boxes below (do not submit this exhibit):

- ☐ We have received and/or reviewed all the contract documents pertaining to this project.
- ☐ We have not received and/or reviewed all the contract documents pertaining to this project. (Submit a list of all contract documents you received and/or reviewed)
- ❖ (Note that it is the subcontractor's responsibility to review and ensure compliance with all contract documents. All contract documents are available for review at W-T's office) Checking this box shall be an unacceptable Qualification and shall make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Exhibits K – N (Pricing Breakdown Schedule (SOV's), Voluntary Alternate Pricing, Unit Prices, and Quantities)

- ☐ Complete, initial, and submit these exhibits with the Proposal Form. Note that the Total Bid Unit Amount on SOV's should match the Base Bid amount on Page 1 of this Proposal Form.

Exhibit O – Subcontractor Information Sheet

- ☐ Complete, initial, and submit this exhibit with the Proposal Form.

Exhibit P - Local Business Participation

- ☐ LOCAL BUSINESS PARTICIPATION:

1. Local business is defined as any business within the city limits of Pompano Beach. Submit the attached "Local Business Participation Form with this bid. The project local participation goal is to exceed **20%**. Utilization of local businesses will be considered as a factor in bid evaluations.

2. Estimated Local participation (**base bid**):

Total Local Participation: _____ %

\$ _____

Initial and submit this exhibit with the Proposal Form

Exhibit Q – Local Workforce Participation

- ☐ LOCAL WORKFORCE PARTICIPATION:

1. Local workforce is defined as any resident living within the city limits of Pompano Beach. A Local Workforce Participation Summary documenting the names and addresses of the local project participants will be submitted with each monthly progress billing. The project local Workforce participation goal is to exceed **20%**. Local workforce utilization will be considered as a factor in bid evaluations.

2. Estimated Local Workforce (**base bid**):

Total Local Participation: _____ Hours = _____ % (of estimated total man hours)

Estimated number of local workers utilized: _____ Each

Initial and submit this exhibit with the Proposal Form

Exhibit R – Small Business Enterprise (SBE) Participation

☐ **SMALL BUSINESS ENTERPRISE PARTICIPATION:**

1. The definition for an SBE, for the purpose of the City's voluntary program is taken from the State of Florida Statute 288.703(1). Each bidder must submit the Small Business Participation form with this proposal. In addition, an SBE Participation summary form must be submitted with each monthly progress billing. The project voluntary small business participation goal is to exceed **15%**.
2. Estimated SBE participation (**base bid**):
3. Total SBE Participation: _____ %

\$ _____

Initial and submit this exhibit with the Proposal Form

Attachments 3, 4 & 5 – Owner/ CMAR Agreement, Geotechnical Report, and Staging/ Access Plan, (All Posted on the Project Box.com website)

Check one of the boxes below:

- ☐ We have received and/or reviewed all of the above referenced documents.
- ☐ We have not received and/or reviewed all the contract documents pertaining to this project. (Submit a list of all contract documents you received and/or reviewed)
- ❖ (Note that it is the subcontractor's responsibility to review and ensure compliance with all contract documents. All contract documents are available for review on the W-T Box.net site referenced herein and also available at W-T's office) Checking this box shall be an unacceptable Qualification and shall make the proposal non-responsive. Non-responsive proposals are subject to rejection.

Do not attach these Attachments the Proposal Form.

Additional Information to be Provided only by: Bid Unit 35 – Marine Contractor

- ☐ Provide a written explanation of milestone dates on the schedule information provided that differs significantly from those projected by this subcontractor.
- ☐ Provide the following information regarding Equipment to be used on the pier, with the bid submittal:

1. *The Pier piling and pile caps have been designed to carry a mobile crane with 100 ton capacity. Prior to use the contractor must design temporary support beam to carry the crane, provide details regarding proposed crane support. Crane loading must be approved by Engineer of Record prior to use.*
2. *Crane Loading Diagram must include:*
 - Vehicle weight and positioning
 - Material weight being transported on pier
 - Construction sequence diagrams and procedures for lifting
3. *Material properties and strengths of proposed mats or beams.*

Initialed by: _____
Contractor: _____ Subcontractor: _____

THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

CONCLUSION: The undersigned agrees that they will not modify, withdraw or cancel this proposal or any part thereof for ninety (90) days after the date for the receipt of bids.

The undersigned has carefully reviewed the General Conditions and Standard Subcontract Agreement and agrees with all terms and conditions without any exceptions to these documents. If this proposal is accepted, the undersigned agrees to execute the Form of Agreement and to provide all necessary bonds and insurance certificates within five (5) days of award of subcontract or prior to start of work, whichever comes first.

	_____ Bidder, Firm or Corporate Name
	_____ Address

Witness:	Bidder:
_____ Signature	_____ * Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

* The Proposal must be signed by a representative legally empowered to commit the company.

Initialed by:
Contractor: _____ Subcontractor: _____

EXHIBIT A

INSURANCE

GENERAL INSURANCE REQUIREMENTS

Prior to commencement of any work on the Project, Subcontractor shall, at its own expense, maintain, during the term of this Subcontract and any extensions thereof, the following insurance in the forms and with limits to satisfy both the requirements listed on this Exhibit A and those specified by the Subcontract and/or any other applicable Contract Documents.

All insurance policies must be from insurers authorized to conduct business within the state(s) where the project is located. The insurance companies must also have a Best's Rating of at least "A-" and a financial size of "Class VII" or better. Subcontractor shall disclose and shall be responsible for payment of any deductibles or self-insured retention under these policies. No self-insured retentions shall be allowed under any of Subcontractor's policies without prior written consent of Contractor. Failure to adhere to these requirements shall constitute a material breach of the Subcontract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

This insurance will pay the subcontractor's obligations under appropriate worker's compensation statutes, including federal benefits under the U.S. Longshore and Harbor Workers Compensation Act, the Federal Employers' Liability Act and the Jones Act, covering all employees who perform any of the obligations of the Subcontractor under this Subcontract.

Employers liability coverage shall provide limits of at least \$500,000 each accident for bodily injury and \$500,000 each employee for disease. The policy limit for disease shall be at least \$500,000.

For Connecticut projects, Subcontractor hereby agrees that Whiting-Turner is reimbursing Subcontractor a sufficient amount as payment for the Workers Compensation Premium for its workers on this Project.

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance must be written on Standard ISO CGL Form CG 00 01 on an "occurrence" basis, responding to claims arising out of occurrences which take place during the policy period. The commercial general liability coverage limits shall be the maximum limits available under the policy, but in no event less than, the following:

- \$1,000,000 each occurrence for bodily injury and property damage
- \$1,000,000 each incident for personal and advertising injury
- \$2,000,000 products-completed operations aggregate
- \$2,000,000 general aggregate

The general aggregate limit shall apply separately to each project. The products and completed operations coverage is to be maintained for a period at least equivalent to the period under which the Contractor is potentially liable for work performed whether under the Contract Documents and/or at law, whichever period is greater. The Whiting-Turner Contracting Company is to be included as an additional insured.

The contractual liability coverage shall include protection for the subcontractor from claims arising out of the liability assumed under the indemnification provisions of the Subcontract. There shall be no separate exclusion for liability arising out of explosion, collapse and underground hazards (XCU) or subsidence, if the scope of subcontractor's work involves digging, excavation, grading, or use of explosives.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

This insurance shall apply to any auto, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$1,000,000 each accident. For those subcontractors subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement # MCS-90 should be attached to the policy, with a primary limit of at least \$1,000,000 each accident.

Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists' coverage should be included. Any deductible under this policy must be disclosed and will be fully assumed by the subcontractor.

UMBRELLA EXCESS LIABILITY INSURANCE

This insurance must provide coverage in excess of the limits of employers' liability, commercial general liability and business automobile liability. The umbrella coverage limits shall be the maximum limits available under the policy which shall be at least \$5,000,000 each occurrence and a \$5,000,000 aggregate and include coverage as broad as the primary insurance.

PROOF OF INSURANCE/ENDORSEMENTS/ADDITIONAL INSURED REQUIREMENTS

Prior to commencing work and throughout the Subcontract term and any extensions thereof, as a material term of the Subcontract, Subcontractor shall provide Whiting-Turner with certificates of insurance using the ACORD form or its equivalent executed by a duly authorized representative of each insurer and with copies of any necessary riders or endorsements attached. Such riders and endorsements shall be in a form reasonably acceptable to Whiting-Turner, evidencing that Subcontractor's insurance coverage is in compliance with the insurance requirements set forth in this Exhibit A and in the Contract Documents.

All insurance policies shall be endorsed to provide at least 30 days prior written notice to Whiting-Turner of cancellation or non-renewal of any insurance provided pursuant to this Exhibit A or at least 10 days notice of cancellation due to non-payment of premiums.

Whiting-Turner, the Owner and other entities as required by the Contract Documents or otherwise required by Owner or Contractor shall be named as an additional insured under the Commercial General Liability, Auto Liability and Umbrella Excess Liability policies of insurance, and special policies listed below if applicable, per standard ISO endorsement forms 2010 (11/85) for Ongoing Operations and Products/Completed Operations, if available, or otherwise per standard ISO endorsement forms 2010 (07/04) for Ongoing Operations and 2037 (07/04) for Products/Completed Operations, or equivalent. Coverage's shall be maintained by Subcontractor for itself and for the additional insureds for a period at least equivalent to the period under which the Contractor is potentially liable for work performed whether under the Contract Documents and/or at law, whichever period is greater. Such insurance shall include cross-liability coverage as provided under standard ISO forms separation of insured clause. It is expressly agreed and understood by and between Subcontractor and Whiting-Turner that the insurance afforded the additional insureds shall be the primary insurance and that any other insurance carried by Whiting-Turner shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees to provide endorsements on its insurance policies as required to comply with these requirements. Subcontractor further agrees to include, to the fullest extent permitted by applicable law, the following language on its insurance certificate to acknowledge compliance with these requirements; however, Subcontractor's failure to provide such endorsements or acknowledgement shall not affect Subcontractor's agreement hereunder:

"Whiting-Turner, the Owner, [insert the names of additional insured entities] and other entities as required by the Contract Documents or otherwise required by Owner or Contractor are Additional Insured's under these liability insurance policies on a primary and non-contributory basis for Ongoing Operations and for Completed Operations and such coverage shall comply with the provisions of standard ISO endorsement forms. A Waiver of Subrogation in favor of the above listed parties shall apply to all policies required under this Subcontract. Additional Insured's shall be provided at least 30 days prior notice of cancellation or non-renewal, or at least 10 days notice of cancellation due to non-payment."

In the event applicable State law prohibits any of the above language from being included in Certificates of Insurance, Subcontractor shall provide a Certificate of Insurance reflecting coverage provided in policies for Additional Insured status for ongoing and product completed operations, Waivers of Subrogation, and a 30 day cancellation notice. The Certificate of Insurance shall contain wording from the policies and endorsements verifying the foregoing are covered by the policies and endorsements. Notwithstanding any other provisions to the contrary herein or in the Subcontract, the additional insured obligations herein are independent obligations from any indemnity obligations under the Subcontract, such that in the event any or all of the indemnity obligations under the Subcontract are determined to be void or otherwise unenforceable, the additional insured obligations shall remain in full force and effect.

WAIVER OF SUBROGATION

Subcontractor hereby waives all rights of subrogation against Owner, Whiting-Turner, the Architect and its consultants, and any of Subcontractor's sub-contractors and consultants, and their respective trustees, directors, officers, employees and agents for recovery of damages to the extent those damages are covered by any insurance policies the Subcontractor is required to maintain as set forth herein. Subcontractor agrees to obtain, at its own cost, and deliver to Whiting-Turner copies of any endorsements necessary to provide such a waiver under the applicable insurance coverage.

SPECIAL COVERAGE – IF APPLICABLE

1. Mold/Fungi – If the scope of Subcontractor's work involves exterior insulated finish systems (EIFS) the construction of the building envelope (skin, windows, waterproofing, roofing, flashings, etc.), plumbing systems or HVAC systems, or could cause or contribute to water intrusion or the development of "mold", "fungi" or "bacteria", the Subcontractor's general liability policy shall not contain any exclusion for such exposures. If Subcontractor's general liability policy excludes such coverage, then Contractor may require the Subcontractor to carry Pollution Liability Insurance with mold specifically endorsed as a pollutant.
2. Pollution – If the scope of services or work under this Subcontract could result in a potential environmental hazard, including but not limited to, transportation, handling or abatement of hazardous substances, or involve work such as demolition, earthwork, or utilities that could result in a potential environmental exposure, Subcontractor shall purchase and maintain Pollution Liability Insurance which shall be on an occurrence basis with a limit as required by contractor, which shall be not less than \$2,000,000 per claim. If Subcontractor can only provide this insurance on a "claims made" basis, such policy shall provide an "additional reporting period" endorsement providing coverage for at least two years beyond project completion or such longer period of time as specified in the contract documents.
3. Blasting – If the scope of the Subcontractor's work involves any blasting operations, Subcontractor agrees to provide specific evidence, to the satisfaction of Contractor, that the insurance policy covers such operations.
4. Professional Liability – If the scope of Subcontractor's work involves the performance of any design/engineering and Subcontractor's general liability policy excludes such coverage, Subcontractor and engineers working under the Subcontractor shall each have Professional Liability coverage with limits as required by Contractor, which shall not be less than \$2M per claim or the value of the Subcontract, whichever is greater. Unless otherwise agreed to by contractor, this policy shall provide an "additional reporting period" endorsement providing coverage for at least two years beyond project completion or such longer period of time as specified in the contract documents.

Exhibit B, Scope of Work

The following scope of work is to be performed in accordance with the contract documents and is presented to supplement those documents, but this scope of work in no way limits this subcontractor from any work shown or implied on the contract documents. The scope of work shall include General Conditions, General Requirements and the following items as they apply to the work in each subcontract/purchase order unless specifically noted otherwise in the specific scope requirements.

GENERAL SCOPE OF WORK

A. General Scope of Work (Applies to All Subcontractors)

1. **Staging Plans** –Refer to Exhibits S and S1 for clarifications regarding staging and site access. Page 1 of Exhibit “S” shows the proposed site plan for the surrounding development. The developer has plans to be working on all out parcels, or utilizing them for his own purposes during construction of the fishing pier. As such, there is no laydown area guaranteed. Assume that there will be no place on the job site available for staging or storage trailers. On a daily basis, plan to bring only those materials that will be installed that day (“Just-in-Time Delivery”). The marine contractor, who will be driving the piles and placing the precast, will have a large primary crane on the pier and will have additional smaller cranes and equipment to support his operation. That equipment may be stored on the pier, as well as limited material, as may be described in his specific scope of work and may be agreed to in his final erection and sequencing plan.
2. **Staging** – Use of site for, smoking, lunch, etc. shall be as instructed & approved by W-T.
3. **Maintenance of Traffic (M.O.T):** While performing their scope of work and until substantial completion of the entire project, the marine subcontractor (Bid Unit 35) will be responsible to install/remove all required M.O.T. that will be utilized by all trades as generally anticipated and outline in Exhibits S, S1, and S2. Subcontractor deliveries will be scheduled in accordance with the eventually approved M.O.T. plans, and in coordination with other trades. Those delivering materials should assume that they will be limited to windows of opportunity scheduled to within the half-hour.
4. **“Just-in-Time” Deliveries** – Access in and around the site will be very limited, unless clearly stated here-in, subcontractors/ vendors should assume that no staging or storage is available, and plan for “just-in-time delivery” (deliver on the morning of the day it is required to be installed).
5. **Deliveries** – Whiting-Turner reserves the right to turn around any deliveries that were not previously scheduled or coordinated for delivery with the Superintendent.
6. **Deliveries** – Subcontractors are to coordinate closely with Whiting-Turner (W-T) in scheduling delivery of materials to the jobsite. No provision will be made for “dedicated” storage areas. This subcontractor will be required to coordinate and relocate materials as necessary so as not to delay the progress of other subcontractors.

7. **Deliveries** - This subcontractor will be required to prepare and maintain a delivery schedule for all material to be used on this project. This schedule shall include material item, supplier or manufacturer's name, order number, telephone number, date for submission, date for return, and date for delivery. The material delivery schedule is to be available for review at all job progress meetings.
8. **Parking** – No onsite parking will be guaranteed for subcontractors. After promptly offloading men or materials all vehicles must leave the immediate work area and park elsewhere. Options for parking may include the following: (a). Nearby Garage Parking, monthly passes are available for about \$150/month at the time of this writing. (b). On street meter parking for the going rate. (c). A number of other nearby lots and garages are available at various rates.
9. Each subcontractor is responsible for storage and security of its own tools, equipment, and materials. W-T is not responsible for lost, stolen, or damaged tools, or materials.
10. Installation of subcontractor signage for advertisement purposes is prohibited.
11. This subcontractor shall be responsible for field measurements and verification of existing conditions prior to fabrication and/or installation of materials. Conflicts due to a lack of field verification shall be the subcontractor's responsibility.
12. This subcontractor is required to schedule and coordinate their work with that of other subcontractors as required to prevent delays in the work and to ensure the proper fit of the various elements that each subcontractor touches upon.
13. Tickets for extra work will not be considered unless signed by an authorized W-T representative, and no work is to be performed without a signed work order. A T&M ticket signed by W-T is only verification that the time and material listed to perform the work is accurate. The signature does not necessarily mean that the work is not included in this subcontract. Whiting-Turner's project manager and project engineer will determine if the T&M work is extra work after reviewing the contract documents.
14. This subcontractor will prepare for storm events when required by Whiting-Turner, including removing excess materials, bundling, and strapping materials, and securing all equipment. This work will be initiated by the subcontractor without direction from W-T after a hurricane watch is posted by the National Hurricane Center. This preparation is included in the lump sum contract amount.
15. All invoices will be submitted on W-T standard invoice forms.
16. Subcontractor must comply with the following to submit a bid on this project, even if otherwise prequalified by W-T. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids 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 s.287.017, F.S. for Category two for a period of 36 months from the date of being placed on the convicted vendor list.

17. **Environmental** – Any hydraulic equipment entering the jobsite will use vegetable oil as the hydraulic fluid.
18. **Layout** - This subcontractor shall provide all **layout** as necessary to complete its work
19. **As-builts** - This subcontractor shall provide one (1) copy of As-built drawings in reproducible and electronic formats, five (5) copies of all As-built drawings, Operations & Maintenance Manuals, data, certifications, etc. As-builts must be kept current during the course of the project. The subcontractor shall submit as-built drafts for work in place each month as a prerequisite for payment. As-built information must be prepared in coordination with the requirements of the permitting authorities and the requirements of Pompano Beach. Refer to the specific scope of work for each bid item for requirements that may be specific to individual subcontractors.
20. **Cleanup** - The project must be kept clean and safe. This subcontractor shall clean up his work on a daily basis (including broom sweeping).
21. **Cleanup** - Should more than one Subcontractor fail to cleanup, Whiting-Turner will provide cleanup on behalf of all offending parties, the total costs of which shall be prorated between these parties in a manner that Whiting-Turner deems to be fair and equitable.
22. **Cleanup** - Prior to janitorial cleanup, this subcontractor shall completely and thoroughly clean all of his work including broom sweeping; removal of stickers, dirt, markings, stains, removal of all debris, etc.
23. **Documents** - This subcontractor will receive one set of electronic contract documents upon request after contract award. All required reproductions for this scope of work are the responsibility of this subcontractor.
24. **Tax** - All subcontracts are to be inclusive of required State and Local sales tax.
25. **Cutting/Patching** - It is expected that all trades will coordinate the details of their work with the concrete and precast design, so that all anchors and sleeves are embedded in the concrete, avoiding cutting and patching as an afterthought. Any cutting, core drilling, or drilling into the concrete structure required to perform this scope of work must first be approved in writing by Whiting-Turner and the Structural Engineer of Record. Include restoration of surfaces to original condition. Cutting or drilling of concrete shall be performed wet, so that no air born dust results.

26. **Daily Work Reports** - This subcontractor will submit daily work reports indicating number of workers by classification, work completed, and hours worked. Identify elements of work performed and problems encountered. The reports must be submitted weekly to Whiting-Turner. A copy of the form can be found as Exhibit "T". Per article 3a of the attached subcontract, WT will not process subcontractor's pay applications until all daily work reports are submitted to WT for that application month. A fee of \$100.00 a day may be backcharged to this subcontractor if daily reports are not submitted.
27. **Community Coordination** – This subcontractor shall make special provisions to minimize disruption to businesses, residences and the public near the project site.
- a. **Disruptive** work includes but is not limited to the following:
1. Operations disrupting access/egress at entrances.
 2. Operations creating a safety hazard to the public.
 3. Operations creating excessive noise and/or vibration.
28. This subcontractor shall make no comments to the general public or the press regarding this project. Any inquiries from the general public or the press regarding this project shall be forwarded to the Whiting-Turner project manager.
29. **Dust Control** – This subcontractor is responsible for dust control, and will dampen the work area if necessary to control dust.
30. **Engineering** – This subcontractor shall provide engineering calculations, Notice of Acceptance's, Product Approvals, and Florida Professional Engineer certifications as required by the drawings or by agencies having jurisdiction as related to this scope of work.
31. **Inspections** - This subcontractor shall be responsible for coordinating and obtaining all required inspections of his work with local and other governing agencies. Before concealing the work of others, this subcontractor shall reasonably ascertain whether or not other subcontractors have had their work inspected. This subcontractor to provide ladders, scaffolding, etc. that might be required by the inspector to access work. This subcontractor shall not knowingly conceal any work that has not been inspected. Cost for re-inspection will be borne by this subcontractor.
32. **Inspections** – Whiting-Turner or the Owner shall employ and pay for the services of an independent testing agency for concrete testing and pile driving monitoring. This subcontractor shall coordinate his work with this testing agency as applicable. The cost of any repeat inspections due to the fault of this subcontractor shall be deducted from the contract amount.
33. **Professional Liability Insurance** - Provide Professional Liability Insurance if this subcontractor or his sub-subcontractor performs work requiring licensed professional engineers or design and/or modifies or installs all or any part of an automatic sprinkler system. (i.e. Shade Structure subcontractor).

34. **Locating Underground Utilities** - All existing and recently installed utility locations are the responsibility of this subcontractor. Subcontractor will bear the costs to repair utilities damaged by this subcontractor.
35. **Meetings** – All subcontractors recognize that this is a complex project which requires coordination amongst this subcontractor, designers, contractor, and other subcontractors. This subcontractor includes the time necessary to coordinate their scope of work and shall not be entitled to extra cost should additional coordination be necessary to facilitate the project documents.
36. **Meetings – The project will include weekly progress meetings.** Attendance of progress meetings by the Supervisor or Foreman is mandatory. The subcontractor is required to provide personnel for these meetings that have the authority to make binding decisions on behalf of their company. All subcontractors not attending these progress meetings, when requested to do so by Whiting-Turner, will be back-charged \$1,000.00 at Whiting-Turner's discretion. Schedule for these meeting shall be determined at a later date.
37. **Communications** - This subcontractor will be required to furnish an onsite representative with a telephone for communication.
38. **Noise Restrictions** - This Subcontractor shall be in compliance with local noise restrictions.
39. **Permits** - The Owner will pay for the main Pompano Beach building permit and the permits included on the documents log attached herein, only. This subcontractor is required to process, and pay for, all permits, licenses, testing and inspections required for his scope of work. Upon receipt of permits, copies shall be posted at Whiting-Turner's designated jobsite location.
40. **Safety** – Include any necessary safety considerations for working above water such as wearing U.S. Coast Guard approved life jackets and fall protection.
41. **Safety** - Each subcontractor must provide their own safety equipment for its employees. This includes vests, lanyards, safety harnesses, hard hats, eye protection, etc. Whiting-Turner will not provide safety equipment for subcontractors.
42. **Safety** - All of this Subcontractor's jobsite employees are required to attend weekly scheduled safety meetings held by Whiting-Turner during the performance of this work. Non-attendance is subject to a \$50.00 fine per worker not in attendance. This Subcontractor shall have in force their own safety program, which includes regularly scheduled safety inspections and meetings. Copies of the program, meeting minutes, attendance sheets and inspections shall be made available to Whiting-Turner upon request.
43. **Safety** – Temporary barricades, temporary fall protection at pier perimeter and deck openings shall be placed and maintained by the subcontractor creating a hazard, or when necessary to facilitate the next sequence of construction. Subcontractors who disturb barricades shall restore

them to meet safety requirements, at their own expense. The foregoing 'barricades' apply equally to all safety, weather and dust protection provisions. Whiting-Turner shall have the right to determine the suitability of barricades.

44. **Safety** - This Subcontractor must abide by the direction of the Owner and General Contractor on matters concerning public and construction personnel safety. This Subcontractor shall designate a full-time employee at the site as a safety person who will be responsible for coordinating with Whiting-Turner's safety coordinator and maintaining all safety requirements during the performance of this work.
45. **Safety** - This subcontractor shall provide MSDS sheets for all materials. MSDS sheets must be submitted with the material submittals prior to start of work.
46. **Sealants** – This subcontractor is responsible for all sealants or caulking related to his work.
47. **Supervision** - The onsite supervision required by Article 9L, page 6 of this contract shall be dedicated to this project only during the course of construction. Full-time, competent, English speaking, on-site supervision is required by all subcontractors. In the case of this subcontractor's second-tier subcontractors, this subcontractor will supply on-site supervision or coordination of his subs and direct hire work. This subcontractor will be back charged by Whiting-Turner for W-T's time spent performing such coordination if it does not exist. Coordination time will be back-charged at the rate of \$550.00 per hour.
48. **Liquidated Damages** - This subcontractor will be responsible for liquidated damages, as stipulated in the Owner / Whiting-Turner Agreement, for contract work (including punchlist) that is deemed not complete by the scheduled completion date as specified in the Master Jobsite Schedule.
49. **Temporary Power** - Temporary power will not be provided.
50. **Temporary Power** - This subcontractor shall provide generators, power cords, etc. as necessary to distribute provide power to his work. All electrically operated equipment must be equipped with GFI (Ground Fault Interrupter).
51. **Drinking Water** - Subcontractor shall provide their own drinking water for their employees. Whiting-Turner will not provide drinking water, cups, and waste receptacles for cups or ice.
52. **Working Hours** - Normal working hours for this project shall be as established by Whiting-Turner: (Working other hours will require authorization by Whiting-Turner).
53. **Work Days** – **All trades shall include working a six (6) day work week**, unless W-T identifies that trade's activities as not being near the project schedule critical path.
54. **Hurricane or Severe Storm Preparation** – All subcontractors will keep the jobsite clear of excess materials, packing materials, crates pallets, etc., as work is in progress. If the jobsite

comes under a Hurricane Watch, all subcontractors will have personnel dedicated to policing this project from top to bottom, removing any excess materials, bundling and strapping together materials, securing all equipment, etc. particular attention should be paid to items that are likely to become air borne in high winds. This subcontractor will comply with any directives issued by the City of Pompano Beach, Whiting-Turner or the Safety Director. This work will be initiated by the subcontractor once a watch/warning has been posted by the Hurricane Center, without requiring individual direction from Whiting-Turner.

- 55. **Mark-up for Changes** – Shall be in accordance with the contract between Whiting-Turner and the Owner.
- 56. **Local Workforce/ Local Business Participation** – To encourage the participation of disadvantaged and local businesses, special consideration may be made.
- 57. **As Required by Whiting-Turner's contract with the Owner** - the following verbiage from the W-T/ Owner contract General Conditions be specifically identified and included in all subcontracts:

GC 31.7: Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, Construction Manager shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by Construction Manager or any subcontractor pursuant to the terms of this Contract, subject to the limits, terms and conditions set forth in Exhibit "B."

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

- A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding,

a notice to be provided by the Owner, advising the labor union or workers' representative of the Construction Manager's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Construction Manager will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.

58. Change Requests – are subject to terms of the WT & Owner Contract.

- Among these terms, note that per GC 65.5.e., Subcontractor overhead and profit is not to exceed 10% in the aggregate.
- Notify Whiting-Turner immediately upon knowledge of any potential change request. Also, note that per GC 27.6, For all Changes in the Work in which the Construction Manager (*hence subcontractor*) claims entitlement to a time extension, the Construction Manager shall provide to the Owner the same information as required above within seven **(7) days** of the issuance of the request for Change Order or direction to change the scope of the Work. Construction Manager's (*hence subcontractor's*) failure to provide such information (*timely enough for WT to respond as required*) shall constitute a waiver by the Construction Manager(*hence subcontractor*), and a denial of any time extension for that change in the Work.

Pompano Beach Fishing Pier

Pompano Beach, Florida

59. Owner/ Whiting-Turner contract has been provided as Attachment "3" to this contract. Subcontractors are bound by the contractual language between the Owner and Whiting-Turner. Refer to Article 9, Item F of this subcontract.
60. Dispose of all construction debris in accordance with the City of Pompano Beach's agreement with Waste Management. See attachment 5 for rates and contact information.

END OF GENERAL SCOPE

THE WHITING-TURNER CONTRACTING COMPANY
Pompano Beach Fishing Pier
Pompano Beach, Florida

Subcontract No.: _____

B. Specific Scope of Work: Bid Item # _____

This work shall include all labor, supervision, material, tools, equipment, shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, requirements, and other related documents as indicated herein. The scope of work shall include but not be limited to the following: (All work shall be furnished and installed unless specifically noted otherwise herein.)

This work shall include all items indicated on the attached General Scope of Work as such items apply to this work unless specifically noted otherwise herein.

**Attached are all Bid Unit Specific Scopes
of Work.**

**Please refer to the scope of work relevant
your bid unit.**

Initialed by: _____
Contractor: _____ Subcontractor: _____