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**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$27,675.00 PURSUANT TO THE CONSTRUCTION MANAGEMENT AT RISK CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND KIEWIT INFRASTRUCTURE SOUTH CO. FOR PRE-CONSTRUCTION SERVICES FOR THE SE 5<sup>TH</sup> AVENUE BRIDGE REPLACEMENT PROJECT; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Work Authorization between the City of Pompano Beach and Kiewit Infrastructure South Co. for pre-construction services for the SE 5<sup>th</sup> Avenue Bridge Replacement Project, a copy of which Work Authorization is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Work Authorization between the City of Pompano Beach and Kiewit Infrastructure South Co.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 22nd day of October, 2019.

  
\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**



**CITY OF POMPANO BEACH**  
 100 W Atlantic Blvd, Pompano Beach, FL 33060

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<p><b>SE 5<sup>th</sup> Avenue Bridge</b>  <b>Work Authorization No. 1</b></p>	<p><b>COPBFL Project Manager:</b> Horacio Danovich  <b>Phone:</b> 954-786-7834  <b>Email:</b> Horacio.Danovich@copbfl.com  <b>COPBFL Contract Specialist:</b> Antonio Pucci  <b>Phone:</b> 954-786-5574      <b>Email:</b>      Antonio.Pucci@copbfl.com</p>
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<p><b>Firm Name:</b> Kiewit Infrastructure South Co.  <b>Address:</b> 1580 Sawgrass Corporate Pkwy, Suite 300  <b>City/State/Zip:</b> Sunrise, FL 33323</p>	<p><b>Firm's Contact Representative:</b> Rick Cummings  <b>Phone:</b>954-835-2228  <b>Email:</b> Rick.cummings@kiewit.com</p>
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In accordance with solicitation number **E-10-19**, approved by Ordinance number **2019-85** dated **September 26, 2019** for **Construction Management at Risk for SE 5<sup>th</sup> Avenue Bridge** the City of Pompano Beach hereby directs the firm to perform the services for the project as detailed in the scope of work, attached hereto and made a part of this Work Authorization for the amount specified below.

All terms and conditions of the Original Contract dated September 26, 2019 approved via Ordinance No. 2019-85 remain unchanged and in full force and effect.

**Description:** Work consists of replacement of an existing bridge including harmonizing existing driveways and realigning utilities. The finish product is expected to raise the center bridge span by up to 2 feet (subject to approvals by government agencies).

**Total Work Authorization Amount:** \$ 27,675.00

<p><b>Firm/Contractor Approval:</b></p> <p align="center">See Signature Page Below</p>	<p><b>City of Pompano Beach Approval:</b></p> <p align="center">See Signature Page Below</p>
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

Candida [Signature]

Audrey L. Suttall

CITY OF POMPANO BEACH

By: [Signature]  
REX HARDIN, MAYOR

By: [Signature]  
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

[Signature]  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of October, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Jennette Forrester Williams  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**"CONTRACTOR"**

**KIEWIT INFRASTRUCTURE SOUTH CO.**  
(Print or type name of company here)

Witnesses:

Keyue Zhao  
Keyue Zhao

(Print or Type Name)

Kimberly Abrams

Kimberly Abrams  
(Print or Type Name)

By: Benjamin J. Carnazzo

Print Name: Benjamin J. Carnazzo

Title: Sr. Vice President

STATE OF GEORGIA

COUNTY OF CLAYTON

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2019, by Benjamin J. Carnazzo as Sr. Vice President of Kiewit Infrastructure South Co., a **Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation.** He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



Jamie L. Cooper  
NOTARY PUBLIC, STATE OF GEORGIA

**Jamie L. Cooper**  
(Name of Acknowledger Typed, Printed or Stamped)

N/A  
Commission Number



# Kiewit

E-10-19

## SE 5th Avenue Bridge Project

### Construction Manager at Risk Services

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Pursuant to Request for Qualifications RFQ-E-10-19 issued January 28, 2019 and the Contract made and entered into on 26<sup>th</sup> day of Sept., 2019 between the City of Pompano Beach ("Owner") and Kiewit Infrastructure South Co. ("CM"), this Work Authorization, when executed, shall authorize Kiewit Infrastructure South Co. to perform Construction Manager at Risk services as requested by the City of Pompano Beach.

#### I. Project Description

Replacement of SE 5th Avenue Bridge, built in 1959, based on FDOT's Bridge Management System report which includes recommendations for repairs to the deck and superstructure as well as substructure components to be replaced which includes pilings and jackets. Bridges vertical clearance will be raised up to 2'. Other improvements may also be determined as necessary during the design process and subsequently added as required.

#### II. Scope of Work

Kiewit Infrastructure South Co. pre-construction services are composed of the following tasks:

1. Design Phase Services; Constructability review and Cost Estimate
2. Pre-construction progress meetings
3. Pre-construction scheduling
4. Guaranteed Maximum Price (GPM) Development

**Task 1: Design Phase Services; Constructability Review and Cost Estimate**

CM will conduct construction document design constructability reviews and cost estimate at the 30% and 60% design development stages. CM will provide written analysis and recommendations regarding concept design/construction feasibility, construction means and methods, alternative design approaches, accessibility, staging, maintenance of traffic, selection of materials, equipment, availability of labor, procurements, value added features, risk mitigation and other factors relative to the Owner's design, cost, and schedule objectives. CM will provide its construction expertise to advise Owner and Engineer with an optimized phasing and sequencing approach to stay within budget and schedule. CM will counsel Owner and Engineer if construction costs appear to exceed the Project anticipated budget and provide recommendations for corrective action, scope adjustments, and value engineering.

**Task 1 - \$11,000.00**

**Task 2: Pre-construction Progress Meetings**

CM will schedule and conduct monthly team progress meetings attended by the CM, Designer, Owner, and others as requested. The CM shall provide agendas and keep meeting notes from each meeting. CM will document any issues regarding the Project, assign responsibilities for issue resolution and track timelines for issue resolution. CM will prepare and distribute meeting minutes after every progress meeting.

**Task 2 - \$3,300.00**

**Task 3: Pre-construction Scheduling**

CM will develop a master project schedule including both pre-construction and construction activities. This Pre-construction phase portion of the schedule will incorporate design development, permitting, plan review, cost estimate preparation, GMP preparation, submittal review and approval, long lead item identification and procurement. The construction phase portion of the schedule will be provided at the 30%, 60% and 90% GMP stages of design development. The Construction phase portion of the project schedule will illustrate the planned phases, sequencing, commencement and completion for all major elements of work.

**Task 3 - \$4,125.00**

#### **Task 4: Guaranteed Maximum Price (GPM) Development**

CM will prepare a GMP and Project Construction Schedule based on the 90% construction documents produced by the Engineer. CM will submit a proposed subcontractor/supplier selection plan including CM's identification and recommendation for approval on items of work to be considered for self-performance. CM will also recommend a subcontract/supplier list. The plan and list will be reviewed by Owner with an opportunity to make suggested changes and or additions. Follow mutual agreement on plan and list CM will establish bidding schedule, distribute drawings and specifications to bidders and conduct necessary pre-bid meetings. CM will collect and evaluate bids. CM will prepare a recommendation for award for each bid package inclusive of a comparison report with explanation of additional considerations relative to each price proposal. A pre-award conference will be conducted with the apparent low responsive/responsible bidder in order to confirm all assumption, clarifications, and qualifications.

If the documents as prepared by the Architect/Engineer are not adequate for the development of a Guaranteed Maximum Price, CM will notify the Owner immediately, prior to developing the GMP. The GMP will consist of a detailed line item quantity and cost for all major items of work to be performed as well as CM costs for general conditions, the Construction Manager's Fixed Fee, and the Contingency Fund. All assumptions, clarifications, and qualifications made by CM in the development of the GMP will be specifically listed in the final GMP proposal. Any Project scope of work items for which 90% plans were not yet developed, may be included in the GMP as Allowance items, or may be added to the contract at a future date by change order. The GMP proposal will be presented to the Owner along with supporting documentation for review. Negotiations of the final GMP will be conducted between the CM and Owner. The agreed upon GMP shall be documented as an amendment to the Contract.

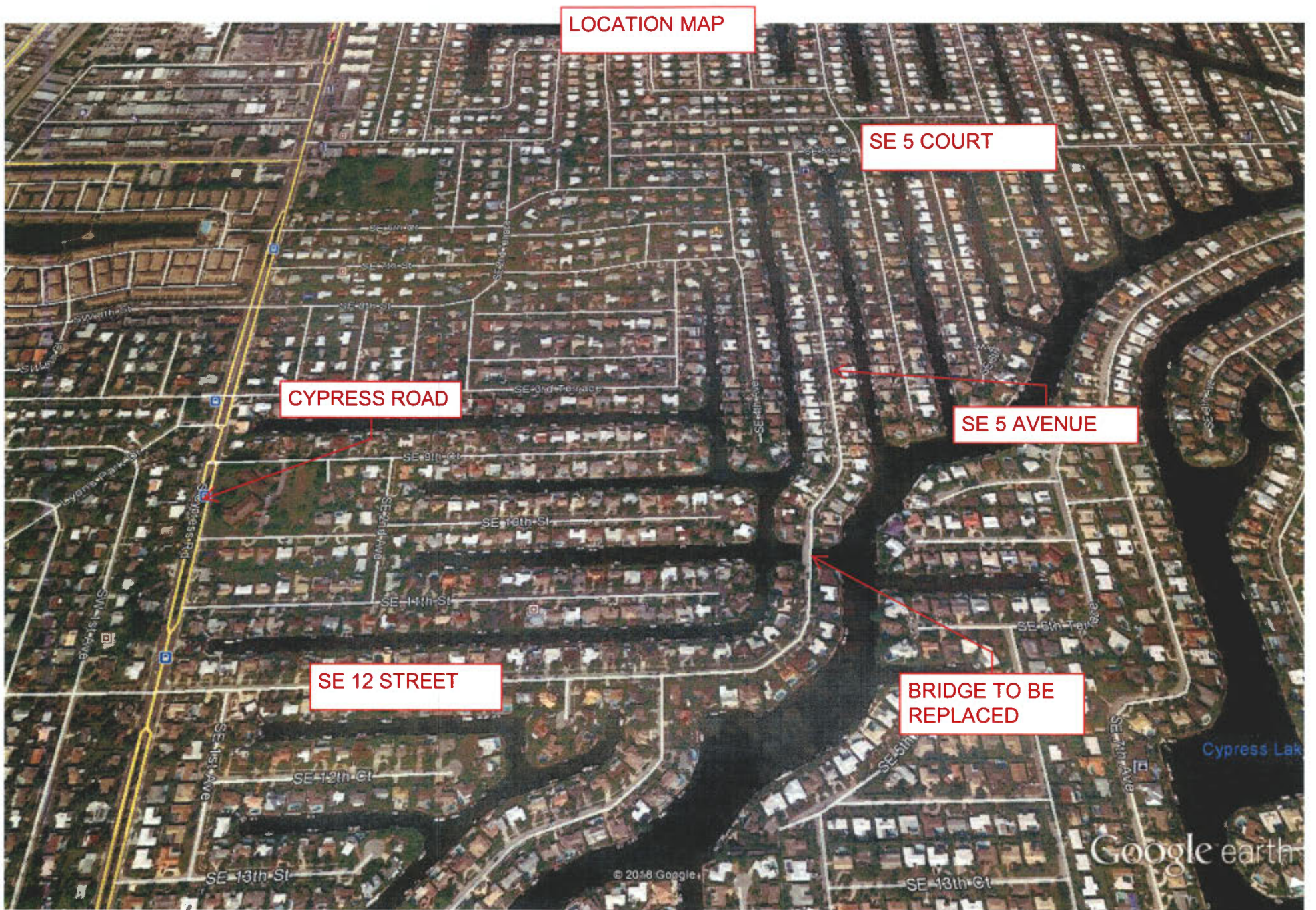
**Task 3 - \$9,250.00**

### **III. Compensation**

The Fee established for this Work Authorization covers the basic pre-construction services as presented in Tasks 1 through 4 above. Additional services not included in Tasks above may be added to this Authorization as desired by Owner at a future as a change order.

**Total Pre-construction Services Fee Tasks 1 through 4:**

**\$27,675.00**



Google earth

feet  
meters

