

## CONSTRUCTION MANAGER-AT-RISK CONTRACT

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between The City of Pompano Beach, a political subdivision of the State of Florida ("Owner"), and **The Whiting-Turner Contracting Company** a foreign corporation authorized to do business in Florida (Construction Manager). **WITNESSETH:**

That the said Construction Manager, having been awarded the Contract for the furnishing of services for the construction of the **Dr. Martin Luther King Jr. Boulevard Improvements** ("Project") in accordance with the Request for Qualifications P-08-19 ("RFQ") therefore, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, incidentals and services necessary to fully complete all Work, as defined below, in accordance with all requirements of the Contract Documents, and in accordance with all applicable codes and governing regulations. The Contract Documents ("Contract Documents") consist of this Contract, the General Conditions, and the following Exhibits, all hereto attached and made a part hereof:

- A     Solicitation, Construction Manager's Response Documents, List of Drawings, Specifications, and Addenda issued prior to execution of this Contract (incorporated herein by reference)
- B     Certificate of Insurance- Worker's Compensation and Liability Coverage
- C     Project Construction Budget/Schedule of Values (GMP)
- D     Payment and Performance Bonds
- E     Project Schedule

### ARTICLE 1 THE CONSTRUCTION TEAM AND EXTENT OF CONTRACT

1.1 The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Construction Manager's best skill and judgment in furthering the interests of the Owner, and to cooperate with the Owner and Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to use Construction Manager's best efforts to perform and complete the Project in an expeditious and economical manner consistent with the interests of the Owner. Notwithstanding any provisions of this Contract to the contrary, nothing in this Contract is intended to create a fiduciary relationship between Owner and Construction Manager.

1.1.1 Construction Manager understands and agrees that a material inducement for the Owner entering into this Contract, following a competitive award process authorized under Florida law,

was Construction Manager's representations about its expertise in the scheduling, sequencing and construction of the Project, as well as its superior familiarity with the unique local conditions and geography of the Project site, and the jobsite area. Construction Manager understands that time is of the essence in connection with the performance of the Work set forth in this Contract, and that even a minor breach of its terms may have a substantial, adverse impact upon the Owner. Accordingly, Construction Manager hereby affirms that the foregoing is true and correct, and that all anticipated costs to achieve the schedule and design intent have been included in the Guaranteed Maximum Price ("GMP") for the Project.

1.2 The Construction Team. The Construction Manager, the Owner, and the Architect (the "Construction Team") will cooperate together through the completion of construction. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager, it being understood that Construction Manager at all times is an independent contractor

1.3 Extent of Contract. This Contract is complementary to the Drawings, Specifications and the General Conditions of the Contract, and together represent the entire integrated agreement between the Owner and the Construction Manager, superseding all prior negotiations, representations or agreements, either written or oral. Where this Contract is expressly in conflict with the General Conditions of the Contract, this Contract will prevail. Where this Contract is silent, the General Conditions of the Contract, and the requirements of the Drawings and Specifications will prevail, in that order. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

1.4 Terms used in the Contract shall have the following meanings:

1.4.1 "Owner" means The City of Pompano Beach, Florida, or "City," and the terms may be used interchangeably;

1.4.2 "Design Professional" shall mean Architect, Engineer and other licensed Design Professionals engaged by the City;

1.4.3 "Contractor" means Construction Manager, and the terms may be used interchangeably;

1.4.4 "Subcontractor" means Trade Contractor, and the terms may be used interchangeably;

1.4.5 "Contract Sum" means Guaranteed Maximum Price ("GMP"), and the terms may be used interchangeably;

1.4.6 "Construction Team" means Owner, Architect and Construction Manager; and

1.4.7 "Work" means the totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, services, fees, expertise and

incidentals provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations.

## **ARTICLE 2** **CONSTRUCTION MANAGER'S BASIC SERVICES**

2.0 The Construction Manager's Basic Services under this Contract include Preconstruction Phase services, as addressed below, and Construction Phase services.

2.1 The Preconstruction Phase.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect/Engineer in maintaining the project budget and project scope. The Construction Manager shall:

2.1.1 Provide preconstruction deliverables consisting of constructability review, staging and maintenance of traffic approaches, together with a Guaranteed Maximum Price ("GMP") proposal, and other items as the parties deem warranted. The reports shall include a complete discussion and summary of the services provided in accordance with Subparagraphs 2.1.2 through 2.1.8 herein below, including the schedule and a detailed cost estimate.

2.1.2 Review designs during their development. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, design standards, and ordinance, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives.

2.1.3 Provide, for the Architect/Engineer's and the Owner's review and acceptance, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect/Engineer's services and the Owner's responsibilities with anticipated construction schedules. The Construction Manager shall update this schedule periodically, as required.

2.1.4 Prepare for the Owner's approval a detailed estimate of Construction Cost, as defined in Article 8 herein, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect/Engineer. Update and refine the estimate at 30%, 60% and 90% Construction Documents, or as otherwise mutually agreed upon by the parties. Advise the Owner and the Architect/Engineer if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

2.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect/Engineer regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

2.1.6 The Construction Manager agrees that time is of the essence in maintaining the project schedule. In an effort to achieve the project schedule, the Architect/Engineer will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.7 It is incumbent upon the Construction Manager to advise the Architect/Engineer of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.1.8 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the Project Construction Schedule for each set of bidding documents. Develop a plan for the phasing of construction, if phasing is required.

2.1.8.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect/Engineer. Expedite and coordinate delivery of these purchases.

2.1.9 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Develop bidding packages designed to minimize adverse effects of labor shortages.

2.1.10 Make recommendations for pre-qualification criteria for bidders and develop bidders' interest in the Project. Establish bidding schedules.

2.1.11 Schedule and conduct monthly meetings of the Construction Team, and prepare and distribute minutes.

2.1.12 Based upon Drawings and Specifications produced by the Architect/Engineer, develop a GMP proposal(s) at 90% Construction Documents, or as otherwise mutually agreed upon by the parties, including, a Project Construction Schedule, itemized by Trade Contract, for phases of Work as required by the Owner. If the documents as prepared by the Architect/Engineer are not adequate for the development of a Guaranteed Maximum Price, the Construction Manager shall notify the Owner immediately, prior to developing the GMP. All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposals, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.12.1 If the GMP proposal is accepted, in writing, by the Owner, it will become an Amendment to this Contract which will establish the GMP and Contract Time for the Work. A Public Construction Bond acceptable to Owner must be executed simultaneously with the GMP Amendment.

2.1.12.2 If the GMP proposal is not accepted by the Owner, the Owner shall so notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Team and Owner will discuss and negotiate these recommendations for no more than sixty (60) calendar days, unless an extension is granted in writing by the Owner. If an acceptable GMP is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another Construction Manager or solicit the work.

2.1.13 The Construction Manager's personnel, Project Manager and Superintendent, to be assigned and their duties identified after execution of this Contract, in writing to the Owner. Owner shall retain the right to reject, or ask for personnel to be replaced if it deems necessary.

**2.2 Construction Phase.** Unless otherwise authorized by the Owner, in writing, all Work shall be performed under Trade Contracts with the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor Work, or perform such Work with its own forces, without prior written notification and consent of the Owner.

2.2.1 Administer the Construction Phase as provided herein and in the General Conditions of the Contract.

2.2.2 Commence the Work within ten (10) calendar days after receipt of a written Notice to proceed from the Owner.

2.2.3 With respect to work to be subcontracted by Construction Manager: a) Develop procedures that are reasonably acceptable to the Owner for the prequalification of Trade Contractors; b) Develop Trade Contractor interest in the Project, and conduct pre-bid conferences with interested bidders to review the documents; c) Take competitive bids on the Work of the various Trade Contractors or, if specifically authorized by the Owner, in writing, negotiate for the performance of that Work; d) Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work; e) Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of Work; f) Review the scope of Work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items; g) Maintain records of all pre-award interviews with apparent low bidders; h) Promptly award and execute Trade Contracts with approved Trade Contractors; i) Provide copies of fully executed Trade Contracts, insurance certificates, and bonds, to the Owner.

2.2.4 With respect to the scheduling, sequencing, and coordination of the Work: a) Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time, and quality as set forth in the Contract Documents; b) Develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the Work; c) Supervise the

Work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications; d) Provide instructions to each Trade Contractor when its Work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work; e) Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability, and the Owner's decision thereon shall be final and binding.

2.2.5 Maintain exclusively for this Project a competent full-time staff at the Project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractors and shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "F" to this Contract. Construction Manager shall not change any of those persons named in Exhibit "F" unless mutually agreed to by the Owner and Construction Manager, in writing. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the solicitation response that preceded the execution of this Contract, and shall not be removed or replaced without the Owner's written consent. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without entitlement to additional compensation or additional time for the replacement.

2.2.5.1 Establish and maintain a) on-site organization and lines of authority in order to carry out the overall plans of the Construction Team; b) Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications on behalf of the Construction Manager; c) Make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish and maintain a) procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work; b) Implement such procedures, incorporate them into a Project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In collaboration with the Architect, establish and implement procedures for tracking and expediting the processing of shop drawings, samples, Requests for Information ("RFI"), and other submittals as required by the General Conditions of the Contract.

2.2.7 Schedule and conduct weekly or more frequent progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Construction Manager shall provide prior notice to Owner and Architect of all such meetings, and prepare and distribute minutes. Additionally, Construction Manager shall schedule and attend Team meetings with the Architect and Owner.

2.2.8 Review the Project schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Construction Manager shall regularly monitor and update the Project Schedule and various sub-networks as construction progresses, identify potential variances between scheduled and probable completion dates, review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Construction Manager shall provide summary reports of each monitoring and document all changes in schedule, and prepare regular schedule updates and reporting which shall be included as part of the monthly Project report outlined in Subparagraph 2.2.16 herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract Schedule are not being met.

2.2.10 If applicable, whenever Owner-Furnished Contractor-Installed ("OFCI") materials or equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their inspection, proper storage, and incorporation into the Work, provided the scope of the OFCI work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly Project report outlined in Subparagraph 2.3.16 herein.

2.2.12 Maintain a system of accounting satisfactory to Owner and consistent with generally accepted construction accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner, or the Owner's auditors shall have access to all such accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other things relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment of the Work.

2.2.13 Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Architect's responsibilities for, among other things, design,

recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit informal estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program. If the Owner implements an Owner Provided Insurance Program as provided for in Article 11, the Construction Manager shall cooperate with the safety representatives of the Owner's Insurance Administrator and/or the Owner's insurance carrier(s) in the course of construction site inspections and in all other matters related to job safety and accident prevention.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.14.3 Designate a full-time staff member as the Project safety director who shall oversee job safety and accident prevention for the Construction Manager, Trade Contractors and Sub- subcontractors involved in the Work, in addition to any other responsibilities assigned to such staff member.

2.2.15 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Bar Chart scheduling and Project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.

2.2.17 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, lead-based paint, and any asbestos or asbestos-related products as may be required in connection with the

Work. Hazardous material, described by federal guidelines brought by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents, or which was not discovered or should have been discovered during performance of the Pre-Construction Agreement, shall be considered a concealed condition and may become the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred in connection therewith. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition, as more particularly set forth in the General Conditions. Owner is not aware of any hazardous materials located on the Project site.

2.2.18 The Construction Manager shall prepare a complete Project Manual to the Owner's satisfaction.

### **ARTICLE 3 ADDITIONAL SERVICES**

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services that are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by Change Order to be negotiated by the Owner and the Construction Manager at the time of the additional service request, as set forth in the General Conditions.

### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

4.1 The Owner will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work from the Construction Manager, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee, or any changes thereto.

### **ARTICLE 5 SCHEDULE**

5.1 Preconstruction Phase. The Construction Manager shall complete the documents and items provided for in Article 2.1, et.seq., above, within ninety (90) calendar days, and Guaranteed Maximum Price Proposal within ninety (90) calendar days after the Architect/Engineer documents (at 90% completion) have been made available to the Construction Manager.

5.2 Construction Phase. The performance of the Work under the Construction Phase of this Contract shall be substantially completed by the Construction Manager on or before the date as later set forth in the GMP Amendment, time being of the essence in this Contract.

5.3 The Construction Manager agrees to complete the Work in accordance with the agreed upon substantial completion date set forth in Exhibit "E." The Construction Manager acknowledges that time is of the essence throughout this Contract, and that failure to complete the Project within the time set forth in the approved schedule will result in substantial damages to the Owner that are impossible to precisely ascertain. Upon failure of the Construction Manager to substantially complete the Project within the specified period of time, plus approved time extensions, Construction Manager shall pay to the Owner, as liquidated damages and not as a penalty, the sum of one thousand dollars (\$1,000.00) for each calendar day in excess of the established substantial contract completion date, plus approved time extensions. After achieving substantial completion, as more particularly addressed in GC 71 and its several subparts, should Construction Manager fail to complete the remaining Work within the time specified for final completion in Exhibit "E," plus approved time extensions, if any, and after providing Construction Manager with seven (7) calendar days advance written notice, Owner shall have the right to complete the work though other means, and the costs therefore shall be set-off against retainage remaining in the contract balances, which, if insufficient, the balance shall be paid to Owner by Construction Manager, or its performance bond Surety.

5.4 The Owner may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the agreed construction schedule. If expediting the Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of, and subject to the GMP. If the expediting of the Work is required due to reasons outside the control or responsibility of the Construction Manager, then in such event, the additional costs incurred shall be the subject of an appropriate adjustment by Change Order, as elsewhere provided for in the General Conditions.

5.5 The Owner shall have the right to occupy, or use, any portion of the Work prior to completion of the Project. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Owner, in writing, and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

## **ARTICLE 6 GUARANTEED MAXIMUM PRICE**

6.1 The "Guaranteed Maximum Price" (GMP), also referred to as the Contract Sum, includes Cost of the Work required by the Contract Documents as defined in Article 8 herein, the Construction Manager's Fixed Fee as defined in Paragraph 6.1.1 below, the Contingency Fund, and Construction Manager's Lump Sum General Conditions. The GMP will be established based on construction documents prepared by the Design Professional. The GMP is guaranteed by the Construction Manager not to exceed the amount established herein, subject to additions and deductions by Change Order as provided for elsewhere in this Contract. Cost which would cause the GMP to be exceeded shall be paid by the Construction Manager without recourse or reimbursement by the Owner.

6.1.1 The Construction Manager's Fixed Fee for performance of the Work shall be set forth in the GMP Amendment.

6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 If and only in the event that this Project is substantially complete within the scheduled substantial completion date, as may be adjusted as provided for elsewhere herein, the following shared savings provisions shall apply: Upon final completion of the Work, if the total cost of the Work (excluding any unused portion of the Contingency Fund) is less than the Guaranteed Maximum Price, taking into account any adjustments made during the term of this Contract, as provided for elsewhere herein, the Owner and Construction Manager will be entitled to share this savings, as follows: Construction Manager will receive an amount equal to 50% of the difference between the actual cost of the Work and the final GMP amount (excluding any unused portion of the Contingency Fund), not to exceed, in any event, 3% of the adjusted GMP amount (excluding any unused portion of the Contingency Fund). Construction Manager's portion of these shared savings will be added to Contractor's Fee, and included in Construction Manager's Final Payment. Liquidated damages, if any, are different from, and are not a part of, this calculation.

6.4 The GMP shall include an agreed upon sum as the "Construction Contingency Fund" which may be utilized, upon written approval beforehand by Owner, which approval shall not be unreasonably denied, for the purpose of defraying the expenses due to unforeseen circumstances relating to construction such as, but not necessarily limited to, increases in Subcontractor costs due to insolvency, correction of defective work (provided that such defective Work was not caused by the negligence or failure to fulfill a specific responsibility of the Construction Manager), and only to the extent that the costs therefore are not recoverable by Construction Manager from insurance, sureties, Subcontractors or suppliers, through commercially reasonable efforts), overtime ordered by the Owner to improve the schedule but not to make up for lost time due to Construction Manager's delays, field issues/conditions which were not anticipated and which result in documented costs to the Work, Owner Furnished/Contractor Installed ("OFCI") material or OFCI equipment failures, and any other cost agreed to mutually by the parties, in writing. The Contractor shall furnish documentation evidencing expenditures charged to this Contingency prior to the release of funds by the Owner. The necessary documentation, and the sufficiency thereof, required for using the Construction Contingency fund shall be reasonably determined by the Owner. The Design Professional shall verify the actual costs, if requested by Owner. There shall be no entitlement to overhead, fee, and general conditions in connection with any approved payments from the Contingency Fund.

6.5 Without limiting the reasons for Owner denying a request for funding from the Construction Contingency, and by way of illustration only, the Construction Contingency shall not be used for a) design errors or omissions which a prudent Construction Manager should reasonably have detected during its Pre-Con performance; b) Construction Manager/Sub-Contractor mistakes in the fabrication, installation, or erection of the Work; c) liquidated damages; and d) any costs and expenses in the event that this Contract is terminated for cause, as elsewhere provided for herein.

6.6 The GMP shall be reduced by the amount of the Contingency fund, if any, remaining at the time of Final Completion of the Project.

6.7 By execution of this Contract, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.8 Adjustments to the GMP will be made as described in the Conditions of the Contract.

## **ARTICLE 7** **PAYMENTS TO CONSTRUCTION MANAGER**

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services as set forth below:

7.1.1 For preconstruction services, Owner and Construction Manager shall agree on a not to exceed amount to be specified and paid in amounts specified upon execution of the GMP amendment to this Contract.

7.1.1.1 Upon receipt of the Notice to Proceed, the Construction Manager shall begin providing the indemnification described in the Conditions of the Contract, as part of the fee established for the first phase of preconstruction services.

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Contract, which includes the Construction Manager's fee and Lump Sum General Conditions as described in Paragraph 7.2 and the Cost of the Work as described in Article 8, to be paid monthly as described in the General Conditions of the Contract.

7.1.2.1 As required by Section 287.0585, F.S., within seven working days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction Manager shall, by appropriate Contract with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions.

7.2 Construction Manager's Lump Sum General Conditions during the Construction Phase includes, without limitation, the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

7.2.3 General operating expenses of the Construction Manager's principal and branch offices other than the field office.

7.2.4 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

7.2.5 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8, herein, as Cost of the Work.

7.2.6 All travel and per diem costs of Construction Manager's employees and consultants.

7.2.7 Those services set forth in Article 2.2.

7.2.8 Expenses such as long distance telephone calls, telephone service at the site, postage, office supplies, expressage, and similar items in connection with the Work.

7.2.9 Cost of equipment such as laptops, cameras, radios, computers, cell phones, copiers, telephones, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager.

7.2.10 Administration of direct tax savings purchase program.

7.2.11 All costs incurred during the guarantee period after construction.

7.3 Adjustments in the Lump Sum General Conditions associated with compensable Changes in the Work, or compensable delays, shall be made as described in the General Conditions of the Contract, and in strict accordance therewith.

## **ARTICLE 8** **COST OF THE WORK**

8.1 The term "Cost of the Work" shall mean direct construction costs, including Lump Sum General Conditions as more specifically addressed in 7.2 et.seq. above, and in 8.1.2 below, incurred specifically in and about the performance of the Work, and paid or incurred by the Construction Manager, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. Excluding those individuals included in the Lump Sum General Conditions, 8.1.2 below, the term "wages" used herein shall include the straight time and

overtime pay authorized in writing by the Owner, and the cost of associated employee benefits. Excluding those individuals included in the Lump Sum General Conditions, employee benefits include, but are not limited to, unemployment taxes, social security taxes, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager, excluding bonuses. Employee benefits do not include Workers' Compensation insurance when such insurance is provided by the Owner in accordance with Article 11.

8.1.1 Subject at all times to the amount of the GMP, the Owner agrees to pay the Construction Manager for the reimbursable Costs of the Work as defined in Article 8, herein, and its subparts, through completion of the Work, plus the Construction Manager's Fixed Fee,

8.1.2 For Construction Phase services, as more particularly set forth in Article 2.2 and its subparts, above, and further including those line items in Exhibit "C" designated as Lump Sum General Conditions, the Construction Manager shall be paid a lump sum amount (included in the GMP and as set forth in the GMP Amendment, in installments, as provided for elsewhere in these Contract Documents, which amount is subject to the Contract audit provisions for the limited purposes of verifying the Construction Manager's warrants and representations set forth in Article 6.7 above. This Lump Sum General Conditions amount preempts, disables and governs those reimbursable Costs of the Work set forth in Article 7.2, et. seq. and this Article 8, and its subparts. In the event that those specified reimbursables conflict with, or are subsumed by this Lump Sum General Conditions, it is the intention of the parties that the Lump Sum will not be adjusted for any reasons whatsoever during the Construction Phase, except and solely for compensable Change Orders and compensable delays, if any, that increase the GMP, and extend the contract completion date in excess of thirty (30) calendar days, in the aggregate, beyond the agreed Substantial Completion date set forth in the GMP Amendment. In the event that the Lump Sum is exceeded by actual costs for such items incurred by the Construction Manager, there shall be no entitlement to reimbursement from the Owner by way of Change Order, Claims, requests for equitable adjustments, or from the Construction Contingency. ,

8.2 Cost of the Work includes, and is limited to, actual documented expenditure for the following cost items (all subparts below shall be preceded by the phrase "Except and to the extent governed by 8.1.2 above ... "):

8.2.1 Subject to prior written approval by the Owner, wages paid for labor in the direct employ of the Construction Manager at the construction site other than those provided under Paragraph 7.2, herein, as a part of the Construction Manager's Fixed Fee in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including benefits, if any, as may be payable with respect thereto.

8.2.2 The cost of all materials, supplies and equipment incorporated into the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner, in writing. The cost of insurance for the Construction Manager, Trade Contractors, and Sub-subcontractors at any tier in the Work shall be excluded for any insurance to be provided by the Owner in accordance with Article 11 herein.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, which shall not be unreasonably withheld, legal costs reasonably, and properly, resulting from prosecution of the Work for the Owner provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost to the Construction Manager of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage.

8.2.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary Project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services, if approved in writing by Owner.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly, properly, and reasonably incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 7.2, herein.

8.2.17 Testing laboratory costs, except relating to defective or non-conforming work for which reimbursement is otherwise excluded by the Contract Documents.

8.2.18 Deposits lost for causes other than Construction Manager's or any Trade Contractor's negligence or failure to fulfill a specific responsibility to the Owner under the Contract Documents.

8.2.19 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen that are employed or consumed in the performance of the Work.

8.2.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager (upon prior written approval of the Owner, at the standard rate paid at the place of the Project) or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.21 Costs associated with setting up and demobilizing tool sheds, Project field offices, temporary fences, temporary roads, and temporary fire protection.

8.2.22 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or non-conforming work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner as set forth in this Contract Documents, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors or suppliers, through commercially reasonable efforts.

### 8.3 Costs not to be reimbursed include:

8.3.1 Those costs enumerated in Article 7.2.1 through 7.2.11 above, and as set forth in the Contract Documents as to be borne at the expense of the Construction Manager.

8.3.2 Salaries and other compensation of the Construction Manager's personnel stationed at Construction Manager's principal office or offices other than the site office;

8.3.3 Expenses of the Construction Manager's principal office and offices other than the site office;

8.3.4 Overhead and general expenses, except as may be expressly included in Article 7 and 8.1 through 8.2.22 above;

8.3.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

8.3.6 Any cost not specifically and expressly described as reimbursable in Section 8.1 through 8.2.22;

8.3.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

8.3.8 Costs resulting from failure of the Construction Manager or any subcontractor to procure and maintain insurance by the Contract Documents;

8.3.9 Amounts due by Construction Manager for federal and state income and franchise taxes, and the costs of licenses, fees, taxes, and other charges of a similar nature, required to be obtained or maintained by Construction Manager for the general conduct of its business;

8.3.10 Costs to replace or pay for lost or stolen machinery or equipment or materials, but only if not covered by Builder's Risk Insurance. Construction Manager may seek to recover replacement cost from insurance, sureties, Subcontractors, suppliers, or other such third parties;

8.3.11 The cost for any legal, accounting or other professional services except to the extent provided for in the reimbursable costs of the Work, except as may be provided for elsewhere in this Contract;

8.3.12 Penalties, fines, or costs imposed by governmental authorities in connection with, or resulting from any violations for noncompliance with laws, regulations, codes, ordinances, or directives by the Construction Manager or any subcontractor, except if the result of specific and written directive by the Owner;

8.3.13 Costs of any insurance deductibles for coverage furnished and paid by Construction Manager or any Subcontractor and losses or expenses for which the Construction Manager or any Subcontractor is compensated by insurance. In the event that Construction Manager furnishes Builders' Risk Insurance, the agreed deductible shall be deemed reimbursable from the Contingency Fund, but only to the extent the loss was not caused by the negligence of the Construction Manager or those for whom Construction Manager is vicariously liable.

8.3.14 Costs associated with the Construction Manager's failure to obtain any and all permits in a timely manner, including, without limitation, the costs of any delays resulting therefrom, unless attributable to Owner's Design Professionals.

8.3.15 Costs of accelerating the Work to the extent caused by the negligence or default of the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance therewith;

8.3.16 Overtime costs required to the extent caused by the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance with the requirements therein;

8.3.17 Project incentive bonuses, except as approved by the Owner in writing;

8.3.18 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor shall not be deemed a Cost of the Work without Owner's prior written approval;

8.3.19 Any and all costs and or cost overruns, including schedule related costs, resulting from the default and/or termination of a bonded subcontractor and/or material supplier by Construction Manager, unless not commercially viable to commence legal action against the surety for the bonded subcontractor or material supplier, as approved by the Owner, in writing, and then reimbursable only out of the Contingency Fund.

8.3.20 Any cost not specifically and expressly described in Article 8.2 and its subparts, above.

8.3.21 Costs, other than costs included in Change Orders approved by the Owner, in writing, that would cause the GMP to be exceeded.

8.3.22 Costs exceeding the Lump Sum General Conditions, as set forth in Article 8.1.2 above.

## **ARTICLE 9 CHANGES IN THE WORK**

9.1 The Owner, without invalidating this Contract, may order Changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the Owner.

## **ARTICLE 10 DISCOUNTS**

10.1 All quantity discounts shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 11 INSURANCE**

11.1 The Construction Manager shall provide insurance as required and addressed and specified in General Conditions 31.

## **ARTICLE 12 CONFLICTS**

12.1 In the event of conflicts, the interpretation of the Contract Documents, as addressed in Article 21 of the General Conditions, will be governed by this Order of Precedence:

- a) Modifications, which shall for purposes of this Contract be defined as (1) a written amendment to the Contract signed by both parties, including the GMP Amendment; (2) a Change Order; (3) a Construction Change Directive; or, (4) a written order for a minor change in the Work issued by the Design Professional;
- b) This Contract and its general conditions
- c) This Contract's several Exhibits;
- d) Addenda, with those of later dated having precedence over those of earlier date;
- e) Any Supplementary Conditions;
- f) Drawings;
- g) Specifications;
- h) Other documents specifically enumerated in the Contract as part of the Contract Documents.

**SPACE LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**“CONTRACTOR”**

**The Whiting-Turner Contracting Company**

Witnesses:

By: \_\_\_\_\_  
Keith A. Douglas, Executive Vice President

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Keith A. Douglas as Executive Vice President of The Whiting-Turner Contracting Company, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_  
(type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

# CITY OF POMPANO BEACH

## G.O. POMPANO DR. MARTIN LUTHER KING JR. BOULEVARD IMPROVEMENTS PROJECT

### CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

GENERAL CONDITIONS

PROJECT NO. P-08-19

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## **GENERAL CONDITIONS**

### **GC 1 ENTIRE AGREEMENT**

1.1 This Construction Manager at Risk Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

### **GC 2 INDEPENDENT CONSTRUCTION MANAGER**

2.1 Construction Manager represents that it is extensively experienced in the performance of construction Work as provided for herein, and that it is properly licensed as a General Contractor in the State of Florida, equipped, organized, and financed to perform such Work. Construction Manager shall act as an independent contractor, and not as the agent of Owner, in performing the Contract, maintaining complete control over its employees, and all of its suppliers and subcontractors. Nothing contained in this Contract, or any subcontract awarded by Construction Manager, shall create any contractual relationship between any such supplier or subcontractor and the Owner. Construction Manager shall perform all work in accordance with its own means, methods, sequences, and procedures, subject to compliance with the Contract. Construction Manager represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract.

### **GC 3 AUTHORIZED REPRESENTATIVES**

3.1 Before starting work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative, together with a clear definition of the scope of his/her authority to represent and act for Construction Manager, and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work that may be required. All notices, determinations, instructions, and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Construction Manager in writing of the name of such representative(s). The Owner's representative will be the Capital Improvement and Innovation Director (Engineering Department), or his designee(s). Any work performed by the Construction Manager without proper authorization, is performed at the Construction Manager's risk, and the Owner shall have no obligation to compensate the Construction Manager for such work. The Owner has the right to assign various responsibilities of the Owner to the Architect of Record, and can do so at any time during the duration of this Contract with written notice to the Construction Manager.

32 The Construction Manager's Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, unacceptable to the Owner, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Owner.

## GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the job site, by certified mail, return receipt requested, electronic transmission producing a written record or national overnight courier to that party at the addresses shown below:

|                       |  |
|-----------------------|--|
| OWNER:                | City of Pompano Beach, Florida<br>100 W. Atlantic Boulevard<br>Pompano Beach, Florida 33060<br>Attention: Gregory P. Harrison, City Manager<br>Email: <a href="mailto:Greg.Harrison@copbfl.com">Greg.Harrison@copbfl.com</a> |
| CONSTRUCTION MANAGER: | The Whiting- Turner Contracting Company<br>621 E. Atlantic Blvd.<br>Pompano Beach, FL 33060<br>Attention: Frank Zaremba<br>Email: <a href="mailto:Frank.Zaremba@whiting-turner.com">Frank.Zaremba@whiting-turner.com</a>     |

4.2 These addresses may be changed by either of the parties by written notice to the other.

## GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules and regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known at the time of signing this Contract which become effective and which are known to Construction Manager as a licensed general contractor regarding the performance and conduct of the Work, and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Owner, in writing, and submit detailed documentation of such affect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made, subject to the provisions elsewhere set forth in these Contract Documents.

5.3 It is recognized that the Construction Manager's review of the drawings and specifications is made in the Construction Manager's capacity as a contractor and not as a licensed design professional. If any discrepancy or inconsistency should be discovered by Construction

Manager between the drawings and specifications and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Owner and Architect, who will issue such instructions as may be necessary. Owner shall grant extensions of Contract Time and shall reimburse Construction Manager for the costs of all permits, general conditions, and overhead, as well as any costs for inspections or submittals required as a result of errors, inconsistencies, lack of coordination between Owner and Design Consultant, code errors or omissions in the design documents, plans and Specifications for the project.

5.4 Construction Manager shall use its best efforts to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work, and advise Architect and Owner of same in writing, but Construction Manager assumes no responsibility or liability for any failure of the design of the Project to comply with same. However, at no time shall the Construction Manager's efforts fall below the commonly accepted knowledge base of an experienced Florida licensed general contractor.

5.5 Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency that are caused by Construction Manager's failure to comply with the terms of this Contract.

## GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes, or between any referenced standards and codes, which are later revised during the course of construction, the Owner will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction, and is not evidence that the Work has been completed in accordance with the Contract Documents.

## GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the City of Pompano Beach, Development Services Department, is a department within the City of Pompano Beach, separate and apart from the City of Pompano Beach's Engineering department, that is charged with the inspection of improvements to real property for code compliance. The Construction Manager agrees that it will not assert, as an Owner caused delay, or as a defense of any delay on the part of the Construction Manager, any good-faith action or series of actions on the part of the Development Services Department, including, but not limited to, the Development Services Department's refusal to accept any portion of the Construction Manager's Work. If it is ultimately determined by the Architect and Owner that such delay was not the result of Construction Manager's failure to comply with the Contract Documents, the Construction Manager may be entitled to make a claim for extension of Contract Time only as its exclusive remedy, in accordance with the terms of the Contract.

## GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

## GC 9 RIGHTS AND REMEDIES

9.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

## GC 10 COMMERCIAL ACTIVITIES

10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

## GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Owner, Owner's designated Representative, and other separate contractors to avoid any delay or hindrance of their work. Owner may require that certain facilities be used concurrently by Construction Manager and other parties, and Construction Manager shall comply with such requirements. The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Construction Manager, who shall cooperate and participate with other separate contractors and the Owner in reviewing their construction schedules.

11.2 If any part of the Construction Manager's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive Construction Manager's Work, except as to defects which are not then reasonably discoverable or which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Construction Manager, unless Construction Manager gives written notice to Owner, if reasonably possible, prior to proceeding with the Work and in any event within three (3) business days of commencement of Work. In no event shall Owner be liable to the Construction Manager for delay damages, however, as provided for in the Contract Documents. If Owner awards separate contracts, or if the Owner's forces are to perform construction or operations related to the Project, but for which Construction Manager's Work is not dependent, Owner and Construction manager shall coordinate that Work with the work of the Construction Manager. Any delays caused thereby to Construction Manager that demonstrably affect the critical path shall entitle Construction Manager to an extension of time and additional compensation in accordance with provisions set forth elsewhere in the Contract Documents.

## GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager and Owner during the administration of this Contract. Owner shall provide the listed documents after execution of the contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Project representative). During the duration of the Contract, Owner shall have the right to modify these forms as it deems necessary. If required by Owner (or Owner's Project representative), Construction Manager shall maintain logs for Items A-K and provide to Owner monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Construction Manager's Daily Report
- K. Substitution Report

## GC 13 PUBLIC RECORDS; PUBLICITY AND ADVERTISING

13.1 Since Owner records are subject to disclosure under Chapter 119, F.S., Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project, or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

### 13.2 Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records,

provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

## GC 14 TAXES

14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

## GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL, FPU, AT&T, and Comcast), and water meter charges except for fees/permits associated with Construction Manager mobilization which have not been waived by Owner. Construction Manager shall advise Owner ten (10) days in advance of permit application with any fee amount required. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner.

## GC 16 UTILITIES

16.1 Construction Manager shall provide and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Construction Manager and shall include, but not be limited to, the following:

- A. Public telephone service for the Construction Manager's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work, the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

## GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Construction Manager shall not assign, transfer, convey or otherwise hypothecate the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the Owner, and concurred with by the Construction Manager's Surety. Construction Manager acknowledges that the Owner has entered into this Contract with Construction Manager after a comprehensive competitive award process, and evaluation of Construction Manager's particular qualifications and skills to perform the Work. Therefore, Construction Manager agrees that the Owner may withhold the consent to assignment referred to herein for any reason the Owner deems appropriate, in its sole and exclusive discretion.

## GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S BOOKS AND RECORDS

18.1 The Owner, or the Owner's auditors, shall have access to, and the right to examine, download and copy electronic media, photocopy, transcribe, and photograph, any and all of Construction Manager's accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other documentation relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment for the Work.

## GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Based thereon, Construction Manager represents that all conflicts, discrepancies, errors, omissions, and constructability issues that are within the commonly accepted knowledge base of a licensed general contractor with expertise in project related improvements are included in the GMP. However, these obligations are for the purpose of facilitating construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents that are the responsibility of the Architect/Engineer or any other professional consultant of the Owner preparing such Drawings or Specifications. Notwithstanding anything contained in this Contract to the contrary, Construction Manager shall not be liable to the Owner for damages or costs resulting from errors, omissions, or inconsistencies in the Contract Documents, or for differences between field conditions and the Contract Documents, unless the Construction Manager recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the Owner. Construction Manager shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Contract Documents provided by the Owner or Design Consultants.

19.2 Construction Manager represents that the GMP embodies the total cost for a complete and functioning Project. The Construction Manager's review and comparison of all documents and things set forth in GC 19.1 above has taken into consideration the total and complete functioning of all systems as provided, and as are reasonably inferable therefrom.

## GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Construction Manager shall provide the Owner with two (2) complete sets of the permitted drawings within five (5) days of issuance. If the permitted set of Drawings change the scope of the Work to be performed, the Construction Manager shall notify the Owner and Architect, in writing, within ten (10) days after Construction Manager's receipt of the permitted Drawings, and such notification shall contain a written description of the change(s), and the estimated cost and time associated therewith, if any.

20.2 The Construction Manager shall perform work only in accordance with the permitted drawings, and any subsequent revisions thereto.

## GC 21 CONTRACT INTERPRETATION

21.1 All claims of Construction Manager, and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately, in writing, to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Construction Manager files a timely written protest pursuant to GC 22 "Disputes." The Construction Manager's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. Owner will consider Construction Manager's protest, and render its decision thereon within five (5) calendar days. If Construction Manager does not agree with the Owner's decision, the Construction Manager shall immediately deliver written notice to that effect to the Owner. If questions of interpretation are not responded to by the Architect or Owner within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Construction Manager shall be entitled to adjustment in the performance time as its exclusive remedy.

21.2 Construction Manager is solely responsible for requesting instructions or interpretations, and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

## GC 22 DISPUTES-WAIVER OF JURY TRIAL

22.1 Any and all disputes arising out of or in connection with this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Owner, or its representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives, who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within thirty (30) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

22.2 The Owner and Construction Manager hereby expressly, knowingly and intentionally waive any right they may have to a jury trial in connection with, or in respect to, any litigation or claim based on or related to this Contract, or with regard to performance of the Work, including, but without limitation, any to which the Architect may also be a party.

## GC 23 SUSPENSION

23.1 Owner may, at its sole option, suspend, at any time, the performance of all or any portion of Work to be performed under the Contract. Owner will notify Construction Manager of

such decision, in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the Work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such written notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge to be paid to Construction Manager during the period of suspension of work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the GMP.

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula, or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

## GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Contract Documents, shall be sufficient grounds for the Owner to find the Construction Manager in material default, and that sufficient cause exists to terminate the Contract for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Construction Manager and approved by the Owner. If a finding of default is made by the Owner, the Construction Manager and its Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from Owner detailing the default, within which the Construction Manager and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Construction Manager and its Surety, in writing, that the default has been corrected, and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Owner, without further notice to Construction Manager or its Surety, may immediately terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its Surety. To the extent that the time limits herein and in GC 25 conflict with those set forth in the Performance Bond, the time limits in GC 24 and GC 25 shall take precedence.

## GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligation under this Contract if the:

A. Construction Manager fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;

B. Construction Manager fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;

- C. Construction Manager fails to complete the Work within the time specified in this Contract;
- D. Abandons or refuses to proceed with any or all Work, including modifications directed by Owner pursuant to change directives issued under the Contract;
- E. Construction Manager fails to provide the materials or perform the services required of the Construction Manager under this Contract within the time specified in this Contract;
- F. Construction Manager fails or refuses to provide sufficient, properly skilled, workmen or tradesmen;
- G. Construction Manager refuses or fails to supply materials, equipment or services meeting the requirements of this Contract;
- H. Construction Manager fails to make payments for materials, labor or services to subcontractors, sub-subcontractors, suppliers or materialmen of any tier in accordance with such agreements that may exist among them;
- I. Construction Manager violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
- J. Construction Manager materially breaches any of the provisions of this Contract.

25.2 If Construction Manager or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without further notice to Construction Manager, terminate in whole or in part Construction Manager's right to proceed with work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.3 Construction Manager, and its sureties, shall be liable, jointly and severally, to Owner for all costs in excess of the Contract price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any contract awarded to others for completion, plus Liquidated Damages.

25.4 Upon termination for default, Construction Manager shall:

- A. immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Owner for performance of work;
- C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- D. cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Owner regarding the terminated work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

25.6 If, upon termination pursuant to this GC 25, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the default termination had been made pursuant to GC 26, "TERMINATION FOR CONVENIENCE."

#### GC 26 TERMINATION FOR CONVENIENCE

26.1 Owner may, at its option and convenience, terminate the Contract, in whole or in part, at any time by written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Construction Manager, Owner shall pay Construction Manager in accordance with Subparagraphs below; provided, however, that those provisions of the Contract, which by their very nature survive final acceptance under the Contract, shall remain in full force and effect after such termination

A. Upon receipt of any such notice, Construction Manager and its Surety shall, unless the notice requires otherwise:

- 1. Immediately discontinue work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated;

4. If requested by the Owner in writing, assign to the Owner, all right, title and interest of the Construction Manager under the subcontracts terminated. Such Assignment shall not include assumption of Construction Manager's obligations or liabilities under any subcontract. The Owner shall have the right (but not the obligation) to assume the Construction Manager's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the Owner's assumption of Construction Manager's or other obligations under any such subcontract absent a written document executed by the Owner and the subcontractor in which the Owner expressly acknowledges an assumption of Construction Manager's obligations, and then only to the extent specified. In no event will the Owner assume any obligation of the Construction Manager under the subcontracts that arise out of or relate to Construction Manager's default prior to such assignment;

5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the Owner;

6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and,

7. Complete performance of any work that is not terminated.

B. Upon any such termination, Owner will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Construction Manager for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.

3. The verifiable costs incurred pursuant to Subparagraph A.4 above.

4. Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.

26.2 In the case of such termination for Owner's convenience, Construction Manager shall be entitled to receive payment for Work actually executed in accordance with GC 25.B.1

above, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.

26.3 The Owner's Termination for Convenience shall be without waiver or prejudice to, all of the Owner's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Owner may have against Construction Manager, or Construction Manager's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination, or arising thereafter.

26.3.1 Construction Manager hereby acknowledges acceptance of the risk and cost of the foregoing, and acknowledges and agrees to the foregoing limitation on Construction Manager's claims or damages arising out of, or relating to, a termination for convenience by the Owner.

26.4 Construction Manager shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

## GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager is delayed at any time in the progress of the Work by a written directive issued by the Owner or Architect, or any act, omission or neglect of the Owner or the Architect, or by a separate contractor employed by the Owner, or by any changes ordered in the Work, or by an act of God, severe though not unusual weather conditions, including named storms and tornadoes, labor disputes, unusual delay in deliveries, or other causes beyond Construction Manager's control, including discovery of unforeseen site conditions, and such delay extends the completion date, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Owner may determine.

27.2 The Construction Manager shall not be entitled to, and hereby expressly waives, any and all damages which it may suffer by reason of those instances set forth in Article 27.1 above (collectively "Noncompensable Events"), and further, hereby waives all damages which it may suffer by reason of these Noncompensable Events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), home office expense, increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, material and labor escalation costs, and any other direct or consequential damages. Construction Manager hereby affirms that the extension of time granted herein is the Construction Manager's sole and exclusive remedy.

27.3 The Construction Manager must request the extension of time, in writing, and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- a) Nature of the delay or change in the Work;
- b) Dates of commencement/cessation of the delay or change in the Work;
- c) Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the Work;

- d) Identification and demonstration that the delay or change in work impacts on the schedule (submittal of an updated Bar Chart schedule);
- e) Identification of the source of delay or change in the Work;
- f) Anticipated impact extent of the delay or change in the Work; and
- g) Recommended action to minimize the delay.

27.4 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- a) All schedule updates, submittals and other requirements of this General Condition have been met;
- b) The delay must be due to the Owners or Architect's change in the Work, an Act of God, or for other causes set forth in GC 27.1;
- c) The delay which is the subject of the time extension must result in a demonstrable impact to the schedule;
- d) If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within fifteen (15) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.5 The Owner's determination as to the total number of days of Contract extension will be based upon the computer generated Bar Chart construction schedule current at the time of the delay event, as revised in connection with the foregoing criteria.

27.6 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four (24) hours after the commencement of such delay, or ninety-six (96) hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.

27.7 The term "Force Majeure Event" means any action or event which occurs (i) outside Owner's and Construction Manager's reasonable control; and (ii) without the fault or negligence of either party, specifically, Acts of God, terrorism, war, riots, hurricanes, unusually severe weather (as substantiated by NOAA reports nearest to the jobsite location), floods, fires, civil disturbances, governmental restrictions, epidemics, explosions, acts of the public enemy, the enactment, imposition or modification of any applicable law which occurs after the date of this Agreement and which prohibits or materially interferes with the development or construction of the Project Improvements. Notwithstanding anything to the contrary, a "Force Majeure Event" shall not include acts, events, or other matters arising out of violations of any environmental laws with respect to or the presence or discharge of any hazardous substances on the lands comprising the Project. In the event of a Force Majeure Event which impacts the critical path, Construction Manager shall only be entitled to an extension of time and shall not be entitled to any compensation or any increase in the GMP, except to the extent that a Force Majeure Event causes damage to Work in place or causes the Work to be shut down for more than thirty (30) days.

Such costs for damage to Work in place may be recoverable by insurance that is applicable to the Project. Notwithstanding, however, if such costs to correct the Work damaged by a Force Majeure Event or for shut down for more than thirty (30) days are not covered by insurance, then Construction Manager shall be entitled to recover only its actual direct plus

reasonable General Conditions costs associated to correct the Work or to its unavoidable costs for shut down for more than thirty (30) days but no other compensation, and without fee markup. No recovery on any basis shall take place unless the Construction Manager has satisfied all of the following conditions:

- (i) Construction Manager has properly documented all such direct costs for the Owner and any insurance carrier; and
- (ii) Construction Manager shall have used reasonable and diligent efforts to avoid and minimize delays, regardless of cause; and
- (iii) Construction Manager shall cooperate with Owner to mitigate the impact of any delays encountered by Construction Manager that would entitle it to such extension of time, even if its performance is unreasonably delayed by the Owner.

27.8 For all Changes in the Work in which the Construction Manager 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 failure to provide such information shall constitute a waiver by the Construction Manager, and a denial of any time extension for that change in the Work. Further, upon execution by the Owner and Construction Manager of any Change Order where no time extension has been requested or granted, that Change Order shall constitute a complete waiver of all claims for damages or for any extension of time related to that work, or any work impacted by the change.

## GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. Even in the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

28.2 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Owner in compliance with the Contract Documents, at its expense.

28.3 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from Owner specifying the defects,

Owner may perform or cause to be performed the same, at Construction Manager's sole cost and expense.

28.4 Construction Manager shall perform such tests as Owner may require to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

28.5 Construction Manager and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to this GC 28.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the Owner, subject to allowance for long-lead items. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the Owner may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal remedies it may have against the Construction Manager and its Surety.

28.7 The Construction Manager is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of its responsibility.

## GC 29 PATENT INDEMNITY

29.1 Construction Manager hereby indemnifies and shall defend and hold Owner, its employees, officials, agents and representatives along with the Architect, harmless from and against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Owner, Architect and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Construction Manager has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Construction Manager shall be responsible for such

loss unless such information is promptly furnished to the Architect.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action for which it is responsible under the prior paragraph unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

## GC 30 INDEMNITY

30.1 To the fullest extent provided for by law, Construction Manager agrees to protect, defend, reimburse, indemnify and hold the Owner, its agents, employees, officials, officers and representatives and each of them, (hereinafter collectively and for the purposes of this paragraph, referred to as "Owner"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorneys' fees, and causes of action of every kind and character against Owner by reason of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Construction Manager's performance under this Contract, the condition of the premises, Construction Manager's acts, or omissions or operations hereunder, or the performance, non-performance or purported performance of the Construction Manager of any breach of the terms of this Contract; provided however, and without waiving the provisions of §768.28, F.S., that Construction Manager shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which Construction Manager can establish as being attributable to the negligence of Owner, its respective agents, servants, employees, officers, or others for whom Owner is responsible, including separate contractors. The indemnification shall not include the indemnity/defense of claims or damages resulting from gross negligence or willful, wanton, or intentional misconduct of Owner or its respective officers, directors, agents, or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Construction Manager, its agents, employees, or any of the Subcontractors, their agents, or of any tier or their respective employees. The parties acknowledge the requirements of Florida Statute § 725.06 have been fulfilled and apply to this GC 30.1. The parties further acknowledge that the above indemnification does not apply to design professionals.

30.2 Construction Manager further agrees to hold harmless and indemnify Owner for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Construction Manager's acts or omissions on the Project, whether or not Construction Manager was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Construction Manager's acts or omissions.

30.3 Said indemnification by Construction Manager shall be extended to include all deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of Construction Manager. Construction Manager recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges consideration of one-hundred dollars (\$100.00) therefore, which amount is incorporated into the GMP, as well as such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive termination of this Contract.

## GC 31 INSURANCE

31.1 Unless otherwise specified in this Contract, Construction Manager shall, at its sole expense, maintain in effect at all times during the performance of Work hereunder insurance coverage with limits not less than those set forth in Exhibit "B" and with insurers and under forms of policies acceptable to Owner, copies of which shall be furnished to Owner upon its request. Construction Manager shall deliver to Owner Certificates of Insurance, evidencing that such policies are in full force and effect, no later than ten (10) days after execution of the Contract by Owner and prior to commencing Work on the Project site. Such Certificates shall adhere to the conditions set forth in the table below.

31.2 Construction Manager shall purchase and maintain during the life of this Contract Workers Compensation insurance, including Employers Liability, to comply with all applicable State and Federal laws covering all of its employees on the Work site, and in accordance with all of the limits, terms and conditions set forth in Exhibit "B." If any Work is sublet, Construction Manager shall require all subcontractors to similarly comply with this requirement, unless such subcontractors' employees are covered by Construction Manager's Workers Compensation insurance policy.

31.3 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive or Commercial General Liability insurance in accordance with all of the limits, terms and conditions set forth in the table below.

31.4 Should any of the Work hereunder involve watercraft owned or operated by Construction Manager or any subcontractor, such shall be insured under the Comprehensive or Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity.

31.5 Construction Manager shall purchase and maintain during the life of this Contract Comprehensive Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth in Exhibit "B."

31.6 To the extent available for some or all of the component parts of this Project, Construction Manager shall procure and maintain "all risk" Builder's Risk insurance, including, but not necessary limited to fire, flood, wind and other water damage, in accordance with all of the limits, terms and conditions set forth in Exhibit "B," unless directed by Owner, in writing.

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."

31.8 Should any of the Work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Construction Manager or any subcontractor, Construction Manager shall procure and maintain Aircraft Liability insurance in accordance with the terms and conditions of the table set in Exhibit "B."

31.9 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract.

31.10 The Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this GC-31, in accordance with all of the limits, terms and conditions set forth in the table below; elsewhere in the contract; and/or as set forth in **RFQ P-08-19 Construction Management at Risk (CMAR) Services for Various Streetscape Improvement Projects.**

All policies must be endorsed so that thirty (30) calendar days notification of cancellation and any material change(s) in coverage shall be provided to The City of Pompano Beach, Florida. Insurance shall remain in force until all Work required to be performed under the terms of this Contract are satisfactorily completed as evidenced by the formal acceptance by The City of Pompano Beach, Florida. In the event that the insurance certificates provided hereunder indicates that the insurance shall terminate and lapse during the period of this Contract then, in that event, the Construction Manager shall furnish, at least thirty (30) calendar days prior to the expiration of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereunder is in effect. Construction Manager shall not continue to work pursuant to this Contract unless all required insurance remains in effect. Owner may withhold payment to the Construction Manager until coverage is reinstated.

31.11 The Construction Manager shall deliver the original of the initial Certificates of Insurance electronically to the Owner's representative.

31.12 Notices, in original and one (1) copy, of cancellation, terminations and alterations of such policies shall be delivered to:

City of Pompano Beach  
100 W. Atlantic Boulevard  
Pompano Beach, Florida 33060  
Attention: City Manager

## GC 32 SITE CONDITIONS

32.1 Construction Manager has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Contract documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

32.2 The Owner shall not be responsible for any conclusions or interpretations made by the Construction Manager based on the information made available by the Owner. The Owner shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Construction Manager's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

32.3 The provisions of GC 32.1 shall be deemed a complete waiver by the Construction Manager of claims for equitable adjustment in Contract Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Contract Documents; provided however, that claims under this GC 32.3 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Construction Manager an expectation that the conditions could be similar elsewhere in the Project.

## GC 33 NOT USED

## GC 34 ACCESS TO WORK AREAS

34.1 Owner, Architect, and their duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Owner, Architect, and their said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's access to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by Owner's employees,

the public, and other separate Owner contractors. No other access points shall be allowed unless approved by the Owner, in writing. All Construction Manager traffic authorized to enter the site shall be experienced with the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

#### GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the Work area will be permitted only through approaches that will be designated by Owner, and then only in such manner that Construction Manager's traffic will not interfere with Owner's operations and Merchants/Tenants adjacent to the activity area(s). Construction Manager shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Construction Manager shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

#### GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after execution of this Contract, and prior to commencing any Work, a pre-construction conference will be coordinated by the Construction Manager and the Owner. In attendance at said conference will be Owner, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Contract, among other things.

#### GC 37 MEETINGS

37.1 The Construction Manager shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

#### GC 38 NOT USED

#### GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

#### GC 40 WORK AREA

40.1 All Construction Manager's Work areas on the jobsite will be assigned by Owner.

Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, provide and make its own arrangements for the use of such additional land.

## GC 41 PLANT, EQUIPMENT AND FACILITIES

41.1 Construction Manager shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Owner such information and drawings relative to such equipment, plant facilities as Owner may request.

41.2 Upon written order of Owner, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

41.3 Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

## GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract Documents. The Owner shall notify the Construction Manager of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in

accordance with the GENERAL CONDITIONS Section entitled, WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its Trade Contractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work will be by Owner. This function by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

## GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager prior to Owner's decision on such substitution. Construction Manager shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data, certificates, and additional information as may be required by the Owner for proposed substitute items as required by GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA & SAMPLES.

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to

that specified. Construction Manager shall allow an additional 7 calendar days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Construction Manager must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Owner rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Owner's and Design Professionals' cost and overhead) involved in reviewing submittal data.

## GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner, at Owner's expense. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Owner, Construction Manager shall supply schedules and progress reports for Owner's use in expediting and Construction Manager shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

## GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the Owner in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Construction Manager at Construction Manager's expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Construction Manager's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations. Owner shall provide surveys necessary for utility easements.

45.3 The Construction Manager shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Construction

Manager resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be reestablished by the Construction Manager, and all reference ties recorded therefor shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

## GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the Owner for review.

46.2 All correspondence from the Construction Manager to the Owner shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Contract requirements, and it has been coordinated with all other submittals and Contract Documents."

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SIGN

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DATE

### 46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by and at the expense of the Construction Manager before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Construction Manager. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Construction Manager. A reproducible copy of

drawings equal to or less than 11" x 17" is not necessary, but one digital copy and one copy of the unfolded drawings must be transmitted to the Architect and Owner. Alternatively, Owner may accept, at its sole discretion alternate means of submission by the Construction Manager, including but not limited to electronic submittals.

46.3.3 If drawings show variations from the Contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it will issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the Specifications. The Architect and Owner will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager:

1. No exceptions taken.
2. Make corrections noted. No resubmittal.
3. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

#### 46.4 Samples.

46.4.1 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least seven (7) calendar days for Owner's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable.

46.4.3 Samples that have been reviewed may, at Architect's and Owner's option, be returned to the Construction Manager for incorporation into the Work.

#### 46.5 Catalogues, Data and Certificates.

46.5.1 Where catalogues, data or certificates are required, one (1) digital copy and one (1) copy of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the Bar Chart schedule. Allow at least 7 calendar days for Architect and Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications. Architect and Owner will conduct a review of Construction Manager's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph 46.3.5, above, will be returned to the Construction Manager.

### GC 47 CONSTRUCTION SCHEDULE

47.1 Within ten (10) calendar days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Owner a Bar Chart construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Owner's initial approval for the purposes of this GC 47. 1, and any other provisions in the Contract Documents related to the Construction Manager's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a Bar Chart Critical Path type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for

equipment and materials.

3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.

47.1.3 Upon acceptance of the original Bar Chart Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Owner.

47.1.4 The detailed bar chart schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
3. Sorted by activity.
4. Sorted by total float.
5. Sorted by early start.
6. Precedence and Successor report.
7. Narrative report.
8. Computer diskette. (One copy)
9. Submittals shall be organized under Standard CSI format.

47.1.5 The detailed Bar Chart Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Construction Manager shall meet with the Owner and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started,

scheduled to start, but not completed.

4. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.

5. Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

B. Occupancy Schedule - The Construction Manager shall jointly develop with the Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

47.4 The Construction Manager shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Construction Manager and the Owner. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.

47.6 The Construction Manager agrees that whenever it becomes apparent from the

current progress review meeting or the computer produced calendar dated schedule that the Contract completion date will not be met, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:

A. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.

B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.

C. Reschedule the Work in conformance with the specification requirements.

47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Owner of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

## GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

## GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Construction Manager's responsibility is any loss or damage which results from acts or omissions of the Owner or its representatives or other contractors.

49.2 Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

## GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards,

lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which insure the safety of persons on the jobsite and the general public.

50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Owner of its intention to start such Work. Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Construction Manager has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con performance and thereafter, Construction Manager shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Construction Manager.

50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by Owner, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

## GC51 LABOR

51.1 Construction Manager shall employ only competent and skilled personnel to perform the Work. Construction Manager shall, if requested to do so by Owner, remove from the jobsite any personnel of Construction Manager whom Owner determines unfit or acting or working in violation of any provision of this Contract.

51.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager shall comply with and shall cooperate with Owner in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and Owner holidays, shall be performed without additional expense to the Owner. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Construction Manager or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall complete "Construction Manager's Daily Report" (Appendix "A") for each day work is accomplished. Reports shall be made available to Owner upon its request.

## 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.

G. 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.

H. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

## GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

### 53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract ("Work"). The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and

programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Sub-Construction Managers or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

2. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 Should the Construction Manager fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Construction Manager to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Construction Manager shall promptly comply.

53.1.5 The Construction Manager shall defend, indemnify and hold the Owner, the Owner's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

## 53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Contract, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the extent caused by Owner, its representatives, or contractors.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

1. Is directly due to errors in the Contract Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;

2. Is caused by the agents or employees or contractors of the Owner (unless (1) the Construction Manager has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager, whether or not required hereunder).

## 53.3 SURFACE AND SUBSURFACE WATER

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be

encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All such Work shall be done at the sole expense of the Construction Manager.

#### 53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Owner to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Construction Manager. The Construction Manager shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this GC 53.4.2, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as provided in GC 65.

#### 53.5 OWNER'S STANDARDS

53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

### GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Owner. Construction Manager, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Construction Manager

will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

## GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Contract Work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

## GC 56 ILLUMINATION

56.1 When any work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

## GC 57 BEST MANAGEMENT PRACTICES

57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Regulated Substances are substances that are known to cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDA) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that Best Management Practices for the Construction industries be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

#### GC 58 DUST CONTROL

58.1 The Construction Manager, for the duration of the Contract, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

#### GC 59 WATER POLLUTION

59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

#### GC 60 AIR POLLUTION

60.1 The Construction Manager shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Pompano Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Broward County Air Pollution Board Regulations.

#### GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The

Construction Manager will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

## GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Owner shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner shall notify Construction Manager in writing that such material, equipment or work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Contract.

## GC 63 TESTING

63.1 Unless otherwise provided in the Contract, Drawings and Specifications shop testing of materials or work shall be performed by the Construction Manager and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by Owner. Should tests in addition to those required by the Specifications be desired by Owner, Construction

Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Construction Manager's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Construction Manager shall be responsible for standby and other costs associated with the testing agency if that construction activity is delayed or canceled.

## GC 64 PROGRESS

64.1 Construction Manager shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Construction Manager does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.

64.2 Failure of Construction Manager to comply with the reasonable instructions of Owner may be grounds for determination by Owner that Construction Manager is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

## GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Contract Documents (and which are not subject to this GC 65 and its subparts).

65.2 Owner will issue written orders to Construction Manager for any changes, except that in the event of an emergency which Owner determines immediately endangers life or property, Owner may issue oral orders to Construction Manager for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work.

65.3 Construction Manager shall commence such changed work so that all dates set forth in Construction Manager's current construction schedule, as accepted by Owner, will be met. In the event of an emergency which Owner determines immediately endangers life or property, Construction Manager shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of section GC 25 entitled TERMINATION FOR DEFAULT.

65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written Change request from Owner, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

65.5. The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including, but not limited to:

- A. Material quantities and unit prices;
- B. Labor man-hours and wages by craft;
- C. Equipment type and size and rental rate;
- D. Overhead, profit, and bond allowance will be determined during negotiations;
- E. Subcontract costs with back-up detail as specified (in items a), b), c), and a markup for Subcontractor overhead and profit not to exceed 10% in the aggregate;
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the schedule which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner);
- I. General Condition costs: provided however, that said costs shall be compensable only in the event that the Change Order results in an extension in excess of thirty (30) calendar days of the Substantial Completion Date, as extended by Change Orders, if any, and at a daily rate that shall be extrapolated from the amount of the General Conditions items specifically applicable to the Change Order.

65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula. The Parties may agree, if justified in accordance with GC 27, to an extension of time in connection with any changes to the Work. Any

time extension request submitted after the twenty-one (21) calendar day time period noted above, will not be considered and deemed waived by the Construction Manager.

65.7 If Construction Manager does not propose the method of compensation for such change, or any part thereof, within the time required, or if any proposed method is not acceptable to Owner, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Construction Manager shall proceed upon direction ("Construction Change Directive") with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Architect of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Construction Manager agree with the determination made by the Architect of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for work performed pursuant to a CCD until it has been converted to a Change Order.

65.8.1 If, at any time after Construction Manager commences such change, and a method of compensation other than verifiable cost of the changed Work plus the markups allowed in GC 65.5 is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a cost of the changed Work plus markup basis as described above, are as follows:

1. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics, and those personnel categorized in the Lump Sum. The time charged to changes will be subject to the daily approval of Owner, and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change, excluding those employees catalogued above. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements, excluding those employees catalogued I (a) above. Copies of certified pertinent payrolls shall be submitted to Owner.

2. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost at point of origin of one thousand dollars or less each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, (800-669-3282) and current at the time that work for any specific Change is performed, less 30%. When equipment is used for cost of the work changes which do not reasonably resemble adjusted Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged Contract Work is used for cost of the Work Changes, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair, equipment maintenance or idle equipment time.

3. Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner.

Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.

4. Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.

5. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

65.9 For any changes involving deductive items, the following shall apply to the amount of allowable overhead, profit and bond allowance:

A. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.

B. For changes containing both additions and deductions covering related work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change, overhead, profit, and bond allowance will be determined during negotiations;

65.10 No change order or CCD shall be valid until approved and signed by the Owner. The Architect of Record is not authorized to bind the Owner to changes relative to changes in Contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

65.11 The Architect of Record will have the authority to order minor changes in the Work which do not involve adjustment to the GMP or Time and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect shall immediately provide notices of all minor changes in the Work to the Owner.

65.12 Execution of a change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

## GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on his field set of drawings. Supplemental information following the

bid shall be included and updated monthly for review with the application for payment.

2 Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Owner for inspection at any time.

3. Final Records - The Construction Manager shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of Specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These Specifications shall be available to Owner for inspection at any time.

2 Final Records - The Construction Manager shall furnish to Owner a complete set of marked up as built Specifications with RECORD clearly printed on cover. Owner at its expense, will furnish Construction Manager a set of Specification for mark-up by Construction manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts

C. Manuals:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in Technical Specifications.

2 Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover. Construction Manager shall also supply a digital copy to the Owner's representative.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record Specifications and shall note thereon that deviations and annotations are complete and accurate.

2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Construction Manager shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$500.00 prior to Final Acceptance. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

## GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Owner according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and Specifications and are delivered to acceptable locations at the Project Site or to other sites in Broward County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

67.3 Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

A. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Contract, by name.

B. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

C. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Work.

D. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

67.4 It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and Specifications. Construction Manager shall make all surveys necessary for determining all quantities of work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Owner upon request. Construction Manager shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of work measured.

67.5 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of work where not definitely indicated on the drawings or in the Specifications, shall be determined by Owner.

67.6 No payments of invoices (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

## GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Construction Manager shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect of Record for review and approval prior to "Commencement of Work."

68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period. Pay Applications shall be submitted in the format of the sample form given to the Construction Manager at the Pre-Construction meeting. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application the Construction Manager shall submit a rough draft plus two extra copies for the Owner and Architect of Record to review. Submit final approved copies (3)to: the Architect of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Florida Prompt Payment Act (FS 218.70 as amended). Retainage, in the amount of 10%, will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved, the Owner may, at its sole discretion and with consent of Surety, implement a reduction in retainage. However, in no instance can the amount retained be less than the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

68.4 Each application for payment shall be accompanied by the following:

A. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.

B. An Owner approved construction schedule update.

68.5 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for work which there is an outstanding Notice of Non-Payment.

68.6 Any amount otherwise payable under the Contract may be withheld, in whole or in part, if:

A. Any claims are filed against Construction Manager by Owner or third parties; or if reasonable evidence indicates the probability of filing any such claim; or'

B. Construction Manager is in default of any Contract condition; or

C. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum

D. Damage to the Owner or a separate contractor;

E. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay

F. Defective work or material is not remedied; or

G. Construction Manager repeatedly fails to carry out the Work in accordance with the Contract Documents; or

H. Construction Manager fails to timely submit an owner-approved updated Schedule with each Application for Payment.

68.7 If claims or liens filed against Construction Manager or property of Owner connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. Construction Manager shall have no less than thirty (30) calendar days to remove or bond off such lien after notice. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Owner after final payment is made, Construction Manager and its surety or sureties shall promptly pay Owner all costs (including attorneys' fees) incurred thereby regardless of when such claim or lien arose.

68.8 Following issuance, by the Architect of Record, of a Certificate of Substantial Completion, Construction Manager may submit special payment request, provided the following have been completed:

A. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the Project.

- B. Complete final cleaning of the Work.
- C. Submit record documents (record drawings).
- D. Submit listing of work to be completed before final acceptance.
- E. Settle liens and other claims.
- F. Obtain Consent of Surety for partial release of retainage.
- G. Settle Liquidated Damages due to Owner, if any.

68.9 Upon receipt by Owner of Construction Manager's written Notice of Final Completion of its work under this Contract, in accordance with GC 72, Owner shall verify all work has been completed on the Project. When all work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

A. Complete work listed as incomplete at the time of Substantial Completion and obtain Architect/Engineer certification of completed Work.

- B. Submit proof of payment on fees, taxes or similar obligations.
- C. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
- D. Obtain Consent of Surety for final payment and/or partial release of retainage.
- E. All information required by GC 66.
- F. Obtain certification of as-built (record) drawings from Architect of Record.

## GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of work performed by Construction Manager is in a condition suitable for use, Owner may initiate certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a Waiver by Owner of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

## GC 70 ALLOWANCES AND UNIT PRICES

70.1 Construction Manager has included in the GMP all unit prices and allowances. Items covered by unit prices shall be supplied for such amounts as the Owner may direct.

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive," including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

## GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose and the items listed below in 71.4 are complete. Liquidated damages shall be assessed from the date of substantial completion of the entire Project.

71.2 The Construction Manager shall notify the Architect in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the Architect has received notice from the Construction Manager, the Architect will promptly inspect the Work. The Architect may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion of a particular phase of the Project

- A. Temporary Certificate(s) of Completion shall be obtained from the proper Building Official.
- B. All general construction completed.
- C. All electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
- D. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
- E. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
- F. All electrical systems shall be complete, fully functional, and demonstrated to the Owner.
- G. All operations and maintenance manuals for all equipment shall have been submitted.

- H. Manufacturers' certifications and warranties shall be delivered to Owner.
- I. All operations and maintenance training related literature, software and back-up disks shall have been provided. A video tape of the training shall be provided.
- J. All required spare parts as well as any special tools shall have been provided.
- K. The Project record Drawings and Specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

71.6 Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the Construction Manager within fourteen (14) calendar days and in any event prior to any request for Final Inspection and Acceptance.

## GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Construction Manager considers that all work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Owner and Architect in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Construction Manager in writing of final acceptance of its work under this Contract.

72.2 The Owner will make final payment to the Construction Manager of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items, for which a Change Order will be issued:

- A. Liquidated Damages, as applicable.
- B. At the discretion of the Owner, one hundred and fifty percent (150%) of the value of outstanding items, corrective Work, or "punch list" items indicated on the Certificate of Substantial Completion, "final punch list," or any other "punch list" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punch list," or any other "punch list," otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

72.3 Neither final acceptance of the Work, nor payment therefor, nor any provision of the Contract Documents shall relieve the Construction Manager of responsibility for defective or deficient materials or work. If, within one (1) year or as provided for elsewhere in the General Conditions or Technical Specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract Documents, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting in therefrom.

## GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make his own arrangements for disposal of materials outside the Project limits and shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Construction Manager.

73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving the agency of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

## GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Construction Manager represents to the Owner that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction or the Project. Construction Manager agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or material supplier where there exists any identity of interest.

## GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager

shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

#### GC 76 PROJECT SIGNS

76.1 Construction Manager, shall construct a Project job sign as indicated and described on Site Sign Detail. Construction Manager shall coordinate location of sign with Owner's representative and install within 21 days after Owner's issuance of "Notice to Proceed." Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at final acceptance of project. With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

#### GC 77 PERFORMANCE AND PAYMENT BONDS/CHAPTER 558 OPT OUT

77.1 Within ten (10) calendar days following the Owner's action to approve this Contract, Construction Manager shall furnish Performance and Payment Bonds in form as set forth in Exhibit "D", written by a surety company acceptable to Owner. It is the Construction Manager's obligation to record a copy of the statutory Payment Bond in the Public Records of Broward County, Florida, and to otherwise comply with all applicable Florida laws.

77.2 As and to the extent that Chapter 558, F.S. is applicable to this Contract, both Owner and Construction Manager hereby expressly opt out, and elect not to be governed by its terms and provisions.



**Florida's Warmest Welcome**

**CITY OF POMPANO BEACH  
REQUEST FOR QUALIFICATIONS**

**P-08-19**

**G.O.POMPANO**

**Construction Management at Risk (CMAR) Services  
for Various Streetscape Improvement Projects**

**MANDATORY PRE-PROPOSAL CONFERENCE:**

**January 23, 2019, 9:00 A.M.**

**PUBLIC WORKS CONFERENCE ROOM**

**1201 NE 5<sup>TH</sup> AVENUE**

**POMPANO BEACH, FLORIDA 33060**

**RFQ OPENING: February 13, 2019 2:00 P.M.**

**PURCHASING OFFICE**

**1190 N.E. 3RD AVENUE, BUILDING C (Front)**

**POMPANO BEACH, FLORIDA 33060**

January 10, 2019

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ)  
P-08-19

**Construction Management at Risk (CMAR) Services for Various Streetscape Improvement Projects**

The City of Pompano Beach invites properly licensed construction firms to submit qualifications and experience for consideration to provide Construction Management at Risk (CMAR) Services to the City for the following projects:

- 1 – Dixie Highway Streetscape Improvements (estimated construction \$26,424,000 plus \$396,360 for preconstruction services). **Note:** this project may be combined with proposed improvements on Atlantic Boulevard from NW 6th Avenue to Cypress Road with estimated construction costs of approximately \$9 million. However, City does not have adequate funding nor can the City promise to award the additional work until funding has been secured. This project is divided in 2 phases. Phase I construction may start from McNab Road to NE 6th Street including improvements to the intersection of Atlantic Boulevard. Phase I includes improvements to the section of Atlantic Boulevard from NW 6 Ave to Cypress Road (subject to funding availability). Phase II to include construction of remaining segment on Dixie Highway from NE 6th Street to Sample Road.
- 2 – SR A1A Improvements (estimated construction \$8,896,000 plus \$133,440 for preconstruction services). **Note:** construction funds previously set aside for overhead utilities conversion services have been omitted from the overall initial budget set aside for this project. Overhead conversion services will be awarded separately per a previous agreement with a qualified contractor. Project is divided in 2 phases. Phase I construction is expected to start from Terramar to Atlantic Boulevard. Phase II will include construction of remaining segment of A1A from Atlantic Boulevard to Hillsboro Inlet.
- 3 – Dr. Martin Luther King Jr., Boulevard Improvements (estimated construction \$5,535,000 plus \$83,025 for preconstruction services, if necessary). All work is expected to be completed in one phase.
- 4 – NE 3<sup>rd</sup> Street Improvements (estimated construction \$5,242,500 plus \$78,638 for preconstruction services). All work is expected to be completed in one phase.

The City will receive sealed proposals until **2:00 P.M. (local), February 13, 2019**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

**A Mandatory Pre-proposal Conference will be held on January 23, 2019 beginning at 9:00 A.M. (local) in the Public Works Conference Room, 1201 NE 5<sup>th</sup> Avenue, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.**

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A List of Proposers will be read aloud in a public forum.

## **1. Scope Of Services**

The City intends to issue contracts to two (2) State of Florida licensed construction firms to provide Construction Management at Risk (CMAR) Services for various streetscape improvements projects listed above. The number one ranked firm will be eligible for the contract with the highest anticipated construction budget. The number two ranked firm will be eligible for the second highest, and so forth. The number one ranked firm will be eligible for projects 1 and 3. The number two firm will be eligible for projects 2 and 4 (see project list on previous page). Awards will be based on negotiated terms. Should the City be unable to come to terms with the number one ranked firm, then the City may choose to start negotiations with the number two firm. Should the City be unable to come to terms with the number two firm, the City may choose to negotiate with the number three firm. If the City is unable to come to terms with any of the short-listed firms, the City may choose to work with the number four ranked firm, and so forth. At any time, the City reserves the right to re-advertise and seek a new pool of applicants.

Each street in the localized project areas may receive roadway improvements; upgrades to water, sewer, and drainage improvements; signing and pavement markings; new landscaping and irrigation, new and/or upgraded sidewalks; hardening and/or overhead utility to conversion (undergrounding); and, new lighting may all be part of the projects' scope. Other improvements may also be necessary and may be determined during the design process. The proposed improvements provided for in this project may not occur at the same time, but may be phased as necessary. Phasing may be subject to funding availability as well.

The anticipated Scope of Services may include, but is not limited, to the following:

- Prepare preliminary design reports, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates.
- Prepare required bidding and construction documents for the projects. This will include preparing surveys, design plans, supplementary contract requirements, technical specifications, and cost estimates.
- Coordinate processing the projects through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City)
- Attend pre-bid meeting, respond to bidder questions, and prepare possible bid addendums for project revisions.

- Assist the City in making bid award recommendations for contracting/construction services.
- Provide construction management services for the projects. Services during construction may include periodic or routine inspections, threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to contractor requests for information, and reviewing contractor payment applications.
- Provide project closeout services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.
- Working side-by-side with professional design team during the design stages. CMAR will be tasked to review plans at 30%, 60%, 90% and 100% to ensure constructability, adequacy of pricing and materials, preparation of project schedules, conducting feasibility analyses, assisting with site plans and/or design alternative and recommendations and preliminary cost estimates leading to a Guaranteed Maximum Price (GMP). Contractor shall help Identify any design restrictions that could affect the overall design and intent of the project(s).
- Preparation of a detailed cost estimate at the 30%, 60% and 90% and 100% design intervals to confirm initial budget allocations and/or to seek City's advice before proceeding with next level and final designs. The firm will be responsible for cost controls throughout the design and construction project except for design and construction elements added or deleted by an expressed City directive.
- CMAR shall participate in presentations to elected officials, advisory boards, staff, and the public.
- CMAR shall work with design team members to prepare all required bidding and construction documents for final permitting.
- CMAR will prepare bidding packages and secure no less than three (3) proposals for work not conducted by own work forces.
- Attendance at City Commission, pre-design, design, bidding, bid award meetings, Advisory Committee meetings, and public meeting will be required.

Firm(s) and/or any subcontractors must have previous experience in infrastructure projects, and must be properly licensed and bonded to provide services as outlined above. Bonding shall be equal to 100% of the anticipated construction costs. Firms must have previous municipal experience.

The types of services required may include, but shall not be limited to, the following.

Preconstruction:

- A. Review and coordination of the proposed work that the architect, engineer and/or the owner prepare for the project, within the existing site conditions.
- B. Submit to the architect, engineer and owner for consideration appropriate cost and savings programs (value engineering), suitability of materials and equipment and schedule of construction.
- C. Coordinate competitive bidding and contracting for trade subcontractors.
- D. Calculate and provide a GMP for the project or each phase of the project.
- E. Provide a preliminary construction schedule.
- F. Attend all required meetings as required to facilitate the project.

Construction:

The Contract shall establish a GMP for the project and shall be negotiated and executed prior to the commencement of any work. The types of services required may include, but shall not be limited to, the following:

- A. Provide Performance and Payment Bonds for the full value of the GMP for each phase of the project.
- B. Monitor Local Participation in accordance with City's Code of Ordinances, City's Purchasing guidelines, and City's goals for each project.
- C. Apply for, obtain, coordinate and pay for all permits, inspections and tests. Ensure the successful, timely, and economical completion of the project or phases of the project.
- D. Coordinate and insure compliance with all contract and insurance requirements.
- E. Coordination of grants (if applicable).
- F. Create, maintain, and present an overall construction schedule and Schedule of Values for the project or phases of the project.
- G. Coordinate Construction Management Services, including but not limited to:
  - 1) Regular job site meetings.
  - 2) Maintaining and updating schedules.
  - 3) Overseeing quality assurances.
  - 4) Maintaining and providing copies of all contract documents.
  - 5) Insuring compliance with all safety programs.
  - 6) Coordination of all construction.
  - 7) Coordination of all onsite administration.

**General Services:**

Work to be accomplished under this contract may include services to develop an active, unique and exciting street atmosphere, including outdoor uses for the community and right-of-way improvements to public roadways, bridges, and parks as per each project's individual scope of work. The following are examples of possible efforts to be carried out for a specific project or assignment:

- A. Undergrounding existing FPL, ATT and Comcast overhead utilities.
- B. Pedestrian improvements within the ROW and City owned property.
- C. Exercise trail, passive park areas and possible playground upgrades.
- D. Eco-tourism elements.
- E. Trendy design and art elements.
- F. Landscape Beautification.
- G. On-Street Parking on various streets (if applicable).
- H. Base information review/identification of site design issues/opportunities.
- I. Cost estimating and value engineering.
- J. Paving and Hardscape materials.
- K. Lighting-Electrical Engineering (Fixture selection, photometrics and location).
- L. Site Furnishings and Special Features.
- M. Roadway alignment plan coordination.
- N. Outline Specifications.
- O. Plans that shall reflect the location and dimensioning of the following elements:

- 1. Plazas, walkways/sidewalks, and specialty features.
- 2. Steps, ramps and retaining walls
- 3. Site furnishings
- 4. Exterior lighting
- 5. Hardscape/Paving Plans
- 6. Special pavement materials and patterns (Type and location)
- 7. Pedestrian surfaces/Plazas
- 8. Curbs and paving borders
- 9. Planting Plans - Quantity, size, and description of the following:

- a. Trees (including relocation of any existing trees)
- b. Shrubs and groundcovers
- c. Soil mixes
- d. Planting details and specifications

P. Irrigation (City to supply source information for irrigation source, i.e., well or City water source).

- 1. Piping and hydraulics design
- 2. Pump and/or well design
- 3. Specifications

Q. Construction Details

- 1. Decorative walls (structural sub-consultant)
- 2. Special pavements

3. Various lighting treatments
4. Landscaped edges and buffers
5. Stairs, ramps, walls and walkways (structural sub-consultant)
6. Curbs and hardscape edges
7. Site furniture
8. Construction Details
9. Construction Specifications
10. Technical Specifications
11. ADA compliance

R. Full bridge replacement services (structural, aesthetics, etc.)

S. Artificial turf installation services including required drainage and necessary appurtenances:

1. Stadium bleachers
2. Shade structures
3. Decks
4. Concession buildings
5. Bathrooms
6. Playground equipment
7. Exercise equipment (static, dynamic)

T. Other

Tasks/Deliverables:

Firms will provide plans at various intervals (30%, 60%, 90% and 100%) for City staff review. Due to the requirement that the Contractor(s) be readily available for meetings, discussions and tours within the affected areas of responsibility, it will be necessary for any Qualifier to have an office physically located within the tri-county areas of Miami-Dade, Broward or Palm Beach County. This office must be an active facility from which services are routinely provided and not merely a post office box or other type of mail drop, nor can it be the office of simply a representative agent. The City reserves the right to inspect any facility designated by the Qualifier to insure that it complies with this section. Should the City be unable to identify qualified providers within the tri-county areas, the City may at its sole discretion elect to negotiate with firms that are not based out of Miami-Dade, Broward or Palm Beach County, or re-advertise this solicitation and seek a new pool of applicants.

Upon successful competitive negotiations with the selected CMAR firm, an agreement shall be prepared reflecting the agreed upon direct costs and unit prices and outlining the duties of the CMAR described herein. The agreement shall also provide a termination date agreed upon by the Parties. The City reserves the right to extend the contract in 90 day increments provided both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Thereafter, the CMAR shall be required to compile and submit a proposal with a Guaranteed Maximum Price (GMP). GMP may include agreed upon contingencies and allowances and a separate guaranteed completion date for each grouping of substantially similar construction, rehabilitation, or renovation activities as defined by the City Representative, but shall not commence construction on any project

until receipt of a Notice to Proceed (NTP) approved by the City based on the GMP and completion date.

Based on the GMP, the CITY may or may not proceed if the GMP is not acceptable to the CITY. The CITY reserves the right to discontinue negotiations with the top ranked firm without recourse or liability. Should the CITY choose to discontinue negotiations with the top ranked, the CITY reserves the right to initiate negotiations with the second ranked firm, and so on.

**3. Local Business Program**

On March 13, 2018, the City Commission approved Ordinance 2018-112, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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

1. **TIER 1 LOCAL VENDOR.** POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR.** BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR.** POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must

actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this RFQ is 10% for Local Vendor.

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

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

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

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

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFQ). No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:

- a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
- b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1&2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

4. **Required Proposal Submittal**

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

**Title page:**

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

**Table of Contents:**

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

**Letter of Interest:**

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

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

Please limit this section to two pages.

**Technical Approach:**

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**Project Team Form:**

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

**Statement of Skills and Experience of Project Team:**

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RFQI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

**Resumes of Key Personnel**

Include resumes for key personnel for prime and subconsultants.

**References:**

References for past five (5) or more projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

**Office Locations:**

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**City Forms:**

Responses should include all City forms as stated above. Required forms must be completed and submitted electronically through the City's eBid System.

**Reviewed and Audited Financial Statement:**

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition and uploaded as a separate file titled "Financial Statements" to the Response Attachments tab in the eBid System.

Financial statements provided shall not be older than twelve (12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

- 1) Bank letters/statements for the past 3 months
- 2) Balance sheet, profit and loss statement, cash flow report
- 3) IRS returns for the last 2 years
- 4) Letter from CPA showing profits and loss statements (certified)

**5. Insurance**

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

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

| <b>Type of Insurance</b> | <b>Limits of Liability</b> |
|--------------------------|----------------------------|
|--------------------------|----------------------------|

|                           |  |
|---------------------------|--|
| <b>GENERAL LIABILITY:</b> | Minimum \$1,000,000 Per Occurrence and |
|---------------------------|--|

|   |  |                           |
|---|--|---------------------------|
|   |  | \$2,000,000 Per Aggregate |
| * Policy to be written on a claims incurred basis |  |                           |
| XX comprehensive form                             | bodily injury and property damage                |                           |
| XX premises - operations                          | bodily injury and property damage                |                           |
| — explosion & collapse                            |  |                           |
| hazard  |  |                           |
| — underground hazard                              |  |                           |
| XX products/completed                             | bodily injury and property damage combined       |                           |
| operations hazard                                 |  |                           |
| XX contractual insurance                          | bodily injury and property damage combined       |                           |
| XX broad form property damage                     | bodily injury and property damage combined       |                           |
| XX independent contractors                        | personal injury                                  |                           |
| XX personal injury                                |  |                           |
| — sexual abuse/molestation                        | Minimum \$1,000,000 Per Occurrence and Aggregate |                           |
| — liquor legal liability                          | Minimum \$1,000,000 Per Occurrence and Aggregate |                           |

|                              |  |
|------------------------------|--|
| <b>AUTOMOBILE LIABILITY:</b> | Minimum \$1,000,000 Per Occurrence and Aggregate.<br>Bodily injury (each person) bodily injury (each accident),<br>Property damage, bodily injury and property damage<br>combined. |
|------------------------------|--|

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

#### REAL & PERSONAL PROPERTY

|                      |  |
|----------------------|--|
| — comprehensive form | Agent must show proof they have this coverage. |
|----------------------|--|

| <b>EXCESS LIABILITY</b> |  | Per Occurrence Aggregate     |
|-------------------------|--|------------------------------|
| — other than umbrella   | bodily injury and<br>property damage<br>combined | \$1,000,000      \$1,000,000 |

| <b>PROFESSIONAL LIABILITY</b>                    |  | Per Occurrence Aggregate     |
|--|--|------------------------------|
| XX * Policy to be written on a claims made basis |  | \$1,000,000      \$1,000,000 |

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

| <b>CYBER LIABILITY</b>                          |  | Per Occurrence Aggregate     |
|---|--|------------------------------|
| — * Policy to be written on a claims made basis |  | \$1,000,000      \$1,000,000 |

- Network Security / Privacy Liability
- Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

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C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

## 6. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

| <u>Criteria</u>  | <u>Point Range</u> |
|--|--------------------|
| <b>A.</b> Prior experience of the firm with projects of similar size and complexity:<br>a. Number of similar projects<br>b. Complexity of similar projects<br>c. References from past projects performed by the firm<br>d. Previous projects performed for the City  | 0-30               |
| <b>B.</b> Overall approach and methodology: Explain the firm's approach to the project(s) from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.  | 0-15               |
| <b>C.</b> Knowledge of site and local conditions: demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials   | 0-5                |
| <b>D.</b> Firm's financial capability (an indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator, and qualification of personnel including sub consultants as well as any litigation within the past 5 years arising out of firm's performance. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects (include a <b><u>Letter of Commitment</u></b> confirming staff assigned to the project(s) will participate until the project is completed. Replacement of designated staff will require City's written approval):<br>a. Number of technical staff<br>b. Qualifications of technical staff:<br>(1) Number of licensed staff<br>(2) Education of staff<br>(3) Experience of staff | 0-30               |
| <b>E.</b> Scheduling/Cost Control. A description of the firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the firm's ability to prevent cost overruns or change orders. Provide budget vs. actual costs for at least three (3) projects in the last 5 years. The City is seeking examples of on-time, on-budget projects.   | 0-20               |
| <b>Total</b>   | <b>0-100</b>       |

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

**NOTE:**

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFQ, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**7. Hold Harmless and Indemnification**

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

**8. Right to Audit**

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

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

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

**9. Retention of Records and Right to Access**

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
- e. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**10. Communications**

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

**11. No Discrimination**

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

**12. Independent Contractor**

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

**13. Staff Assignment**

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

**14. Contract Terms**

The contract resulting from this RFQ shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFQ document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

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

**15. Waiver**

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

**16. Survivorship Rights**

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

**17. Termination**

The contract resulting from this RFQ may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFQ for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**18. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFQ in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFQ shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**19. Acceptance Period**

Proposals submitted in response to this RFQ must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**20. RFQ Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFQ. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFQ, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

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

**21. Standard Provisions**

a. Governing Law

Any agreement resulting from this RFQ shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall: Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

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

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

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

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

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

j. Invoicing/Payment

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

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - a. Keep and maintain public records required by the City in order to perform the service;
  - b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
  - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

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

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

### **22. Questions and Communication**

All questions regarding the RFQ are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFQ solicitation in the eBid System,

and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**23. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFQ solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFQ solicitation in the eBid System.

**24. Contractor Performance Report**

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFQ IN THE EBID SYSTEM.**

**PROJECT TEAM**

RFQ NUMBER \_\_\_\_\_

Federal I.D.# \_\_\_\_\_

**PRIME**

| Role                  | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees |
|-----------------------|--|----------------------------|--------------------|
| Principal-In-Charge   | _____                                  | _____                      | _____              |
| Project Manager       | _____                                  | _____                      | _____              |
| Asst. Project Manager | _____                                  | _____                      | _____              |
| Other Key Member      | _____                                  | _____                      | _____              |
| Other Key Member      | _____                                  | _____                      | _____              |

**SUB-CONSULTANT**

| Role             | Company Name and Address of Office Handling This Project | Name of Individual Assigned to the Project |
|------------------|--|--|
| Surveying        | _____  | _____                                      |
| Landscaping      | _____  | _____                                      |
| Engineering      | _____  | _____                                      |
| Other Key Member | _____  | _____                                      |
| Other Key Member | _____  | _____                                      |
| Other Key Member | _____  | _____                                      |

(use attachments if necessary)

**Exhibit – Contractor Performance Report**



**City of Pompano Beach, Purchasing Division**  
**1190 N.E. 3rd Avenue, Building C**  
**Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH**  
**CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_
2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_
3. Bid# & or P.O.#: \_\_\_\_\_
4. Contractor Name: \_\_\_\_\_
5. City Department: \_\_\_\_\_
6. Project Manager: \_\_\_\_\_
7. Scope of Work (Service Deliverables):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Exhibit – Contractor Performance Report

| CATEGORY   | RATING                                     | COMMENTS  |
|--|--|---|
| <b>1. Quality Assurance/Quality Control</b><br>- Product/Services of high quality<br>- Proper oversight<br>- Communication | Poor =1<br>Satisfactory =2<br>Excellent =3 |   |
| <b>2. Record Keeping</b><br>-Accurate record keeping<br>-Proper invoicing<br>-Testing results complete                     | Poor =1<br>Satisfactory =2<br>Excellent =3 |   |
| <b>3. Close-Out Activities</b><br>- Restoration/Cleanup<br>- Deliverables met<br>- Punch list items addressed              | Poor =1<br>Satisfactory =2<br>Excellent =3 |   |
| <b>4. Customer Service</b><br>- City Personnel and Residents<br>- Response time<br>- Communication                         | Poor =1<br>Satisfactory =2<br>Excellent =3 |   |
| <b>5. Cost Control</b><br>- Monitoring subcontractors<br>- Change-orders<br>- Meeting budget                               | Poor =1<br>Satisfactory =2<br>Excellent =3 |   |
| <b>6. Construction Schedule</b><br>- Adherence to schedule<br>- Time-extensions<br>- Efficient use of resources            | Poor =1<br>Satisfactory =2<br>Excellent =3 |   |
| <b>SCORE</b>   | _____                                      | <b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b> |

#### **RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again?  Yes  No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

---

Ratings completed by (print name)

### Ratings completed by signature

Date

Department Head (print name)

---

Department Head Signature

Date

Vendor Representative (print name)

---

**Contractor Representative Signature**

---

---

Date

Comments, corrective actions etc., use additional page if necessary:

## **City of Pompano Beach Florida**

|                                |                            |   |  |
|--------------------------------|----------------------------|---|--|
| Project Name (1)               |                            | Contract Number and Work Order Number (if applicable) (2) |  |
| Report Number (3)              | Reporting Period (4)<br>to | Local Business Contract Goal (5)                          | Estimated Contract Completion Date (6) |
| Contractor Name (7)            |                            | Contractor Telephone Number (8)<br>(      ) -             | Contractor Email Address (9)           |
| Contractor Street Address (10) | Project Manager Name (11)  | Project Manager Telephone Number (12)<br>(      ) -       | Project Manager Email Address (13)     |

## Local Business Payment Report

**I certify that the above information is true to the best of my knowledge.**

Contractor Name – Authorized Personnel (print) (22) Contractor Name – Authorized Personnel (sign) (23) Title (24) Date (25)

### Local Business Subcontractor Utilization Report Instructions

**Box (1)** **Project Name** – Enter the entire name of the project.

**Box (2)** **Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).

**Box (3)** **Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).

**Box (4)** **Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).

**Box (5)** **Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.

**Box (6)** **Contract Completion Date** - Enter the expiration date of the contract, (not work the order).

**Box (7)** **Contractor Name** - Enter the complete legal business name of the Prime Contractor.

**Box (8)** **Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.

**Box (9)** **Contractor Email Address** - Enter the email address of the Prime Contractor.

**Box (10)** **Contractor Street Address** – Enter the mailing address of the Prime Contractor.

**Box (11)** **Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.

**Box (12)** **Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.

**Box (13)** **Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.

**Box (14)** **Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).

**Box (15)** **Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).

**Box (16)** **Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).

**Box (17)** **Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

**Box (18)** **Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.

**Box (19)** **Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.

**Box (20)** **Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.

**Box (21)** **Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.

**Box (22)** **Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.

**Box (23)** **Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.

**Box (24)** **Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.

**Box (25)** **Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

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

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

RFQ Number & Title: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

| <u>Name of Firm, Address</u> | <u>Contact Person, Telephone Number</u> | <u>Type of Work to be Performed/Materials to be Purchased</u> | <u>Contract Percentage</u> |
|------------------------------|---|---|----------------------------|
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |
|                              |   |   |                            |

EXHIBIT B  
LOCAL BUSINESS

RFQ Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

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

\_\_\_\_\_ an individual

a corporation

\_\_\_\_\_ a partnership

a joint venture

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

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: \_\_\_\_\_  
(Name)

**EXHIBIT C**  
**LOCAL BUSINESS UNAVAILABILITY FORM**

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work  
(Month) (Year)

items to be performed in the City of Pompano Beach.

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

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### Said Local Businesses:

— Did not bid in response to the invitation

— Submitted a bid which was not the low responsible bid

— Other: \_\_\_\_\_

Name and Title:

Date:

Note: Attach additional documents as available.

**EXHIBIT D**  
**GOOD FAITH EFFORT REPORT**  
**LOCAL BUSINESS PARTICIPATION**

RFQ #\_\_\_\_\_

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

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

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3. Did you send written notices to Local Businesses?

\_\_\_\_ Yes      \_\_\_\_ No

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

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

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

5. What type of efforts did you make to assist Local Businesses in contracting with you?

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7. List the Local Businesses you will utilize and subcontract percentage of work.

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LOCAL BUSINESS EXHIBIT "D" – Page 2

## Local Business

### % of Work

8. Other comments: \_\_\_\_\_

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**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

January 23, 2019

ADDENDUM #1, RFQ P-08-19

**Construction Management at Risk (CMAR) Services for Various  
Streetscape Improvements Projects**

To Whom It May Concern,

The following attachments have been added to the attachments tab of the eBid system.

1. Addendum #1
2. Revised P-08-19 Bid Solicitation Document. Note only pages 27 – 37 have been revised. The remainder of the solicitation is unchanged at this time.
3. T1/T2 Compliance Form and the Local Business Form has been added. These forms are to be completed and uploaded to the Response Attachments tab.
4. Pre-Proposal Conference Sign-In Sheets

Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

Sincerely,  
Jill Klaskin Press, CPPO  
Purchasing Consultant

cc: website



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

February 2, 2019

ADDENDUM #2, RFQ P-08-19

**Construction Management at Risk (CMAR) Services for Various  
Streetscape Improvements Projects**

To Whom It May Concern,

The following attachments have been added to the attachments tab of the eBid system.

1. Addendum #2
2. Additional form added "Proposers Information"

Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

Sincerely,  
Jill Klaskin Press, CPPO  
Purchasing Consultant

cc: website

**SIGN IN SHEET**

**P-08-19**

**Construction Management at Risk (CMAR) Service for  
Various Streetscape Improvements Project  
DATE: 1/23/2019**

**ATTENDEES NOTE:** Furnish complete information. **Only** companies represented on this sheet may submit a proposal for the above named projects.

Company Name Kaufman Lynn Construction  
Your Name /Title Jeff Zalkin, VP  
Mailing Address 3185 S Congress Ave  
City Delray Beach State FL Zip Code 33445  
Telephone Number (954) 812-7852 Fax Number ( )  
Email Address jzalkin@kaufmanlynn.com

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Company Name WHITING-TURNER  
Your Name /Title Dan Wlyrick - Superintendent  
Mailing Address DAN.WLYRICK@WHITING-TURNER.COM  
City Ft. Lauderdale State FL Zip Code 33  
Telephone Number (954)-955-4809 Fax Number ( )  
Email Address DAN.WLYRICK@WHITING-TURNER.COM

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Company Name Whiting-Turner  
Your Name /Title Dee Lamb / Project Manager  
Mailing Address 1901 W. Cypress Creek Rd, suite 101  
City Ft. Lauderdale State FL Zip Code 33445  
Telephone Number (561) 718-0596 Fax Number ( )  
Email Address Dee.Lamb@Whiting-Turner.com.

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Company Name KKCS  
Your Name /Title Raymund Sarvedra  
Mailing Address 201 S. Discarte Blvd.  
City Miami State FL Zip Code 33131  
Telephone Number (305) 537-0327 Fax Number ( )  
Email Address Raymund.Sarvedra@KKCSworld.com

---

SIGN IN SHEET

P-08-19

Construction Management at Risk (CMAR) Service for  
Various Streetscape Improvements Project  
DATE: 1/23/2019

ATTENDEES NOTE: Furnish complete information. Only companies represented on this sheet may submit a proposal for the above named projects.

Company Name Whiting - Turner  
Your Name /Title Frank Zgremba/Project Manager  
Mailing Address 1901 W. Cypress Creek Rd  
City Ft. Lauderdale State FL Zip Code 33309  
Telephone Number (954) 776-0800 Fax Number ( ) \_\_\_\_\_  
Email Address frank.zgremba@whiting-turner.com

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Company Name BURKHARD CONSTRUCTION, INC.  
Your Name /Title BRANDON RHODES PROJECT MANAGER  
Mailing Address 1400 ALABAMA AVE #20  
City WEST PALM BEACH State FL Zip Code 33401  
Telephone Number (561) 659-1400 Fax Number (561) 659-1402  
Email Address brandon@burkhardtconstruction.com

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Company Name SHIFF Construction & Development, Inc.  
Your Name /Title JUSTIN SHIFF  
Mailing Address 180 SW 6th St.  
City Pompano Beach State FL Zip Code 33060  
Telephone Number (954) 524-2575 Fax Number (954) 524-2576  
Email Address JDS@SHIFF.com

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Company Name Kaufman Lynn Construction  
Your Name /Title Ryan Reiter  
Mailing Address 3180 S Cypress Ave  
City Delray Beach State FL Zip Code 33445  
Telephone Number (954) 687 5266 Fax Number ( ) \_\_\_\_\_  
Email Address rreiter@kaufmanlynn.com

---

**SIGN IN SHEET**

**P-08-19**

**Construction Management at Risk (CMAR) Service for  
Various Streetscape Improvements Project  
DATE: 1/23/2019**

**ATTENDEES NOTE:** Furnish complete information. **Only** companies represented on this sheet may submit a proposal for the above named projects.

Company Name KAUFMAN LYNN CONSTRUCTION

Your Name /Title GARRET SOUTHERN / PROJECT EXECUTIVE

Mailing Address 3185 S. CONGRESS AVE.

City Delray Beach State FL Zip Code 33445

Telephone Number ( ) 954-347-5315 Fax Number ( )

Email Address GSOUTHERN@KAUFMANLYNN.COM

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Company Name C. Square Development Co.

Your Name /Title Cleddi Johnson / P

Mailing Address 2641 E. Atlantic Blvd

City Pompano Beach State FL Zip Code 33062

Telephone Number (561) 202-1088 Fax Number ( )

Email Address cleddi.johnson@Csquaredevelopment.com

---

Company Name STATE Contracting + Engineering Corp.

Your Name /Title Elenor See / Project manager

Mailing Address 5391 NW 105th Road

City Sunrise State FL Zip Code 33351

Telephone Number (954) 563-4747 Ext 103/107 Fax Number ( )

Email Address esee@statecontracting.com

---

Company Name Giannetti Contracting Corp

Your Name /Title Houston Ennis (PM)

Mailing Address 1801 NW 18th St.

City Pompano Beach State FL Zip Code 33069

Telephone Number (954) 972-8104 Fax Number ( )

Email Address houston@giannetticorp.com

---

**CITY OF POMPANO BEACH**

**MANDATORY PRE-BID CONFERENCE**

**SIGN IN SHEET**

**P-08-19**

**Construction Management at Risk (CMAR) Service for  
Various Streetscape Improvements Project**

**DATE: 1/23/2019**

**ATTENDEES NOTE:** Furnish complete information. **Only** companies represented on this sheet may submit a proposal for the above named projects.

Company Name American Contractors  
Your Name /Title Rafal Dradraach / GC  
Mailing Address 3225 NE 13th St. #203  
City Pompano Beach State FL Zip Code 33062  
Telephone Number 954 421-5159 Fax Number ( ) —  
Email Address Rafal@AmericanContractors.us

---

Company Name Insight Creative  
Your Name /Title Rebecca Stewart President  
Mailing Address 49 N. Federal Hwy. #245  
City Pompano Beach State FL Zip Code 33062  
Telephone Number 954 234.6207 Fax Number ( ) —  
Email Address r1stewart007@gmail.com

---

Company Name \_\_\_\_\_  
Your Name /Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_

---

Company Name \_\_\_\_\_  
Your Name /Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_

---

**CITY OF BONITA SPRINGS**

**MANDATORY PRE-BID CONFERENCE**

**SIGN IN SHEET**

**P-08-19**

**Construction Management at Risk (CMAR) Service for  
Various Streetscape Improvements Project**  
**DATE: 1/23/2019**

**ATTENDEES NOTE:** Furnish complete information. **Only** companies represented on this sheet may submit a proposal for the above named projects.

Company Name \_\_\_\_\_

Your Name /Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

Email Address \_\_\_\_\_

---

Company Name \_\_\_\_\_

Your Name /Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

Email Address \_\_\_\_\_

---

Company Name \_\_\_\_\_

Your Name /Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

Email Address \_\_\_\_\_

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Company Name \_\_\_\_\_

Your Name /Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

Email Address \_\_\_\_\_

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## **TIER 1/TIER 2 COMPLIANCE FORM**

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

### **TIER 1 LOCAL VENDOR**

My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

### **TIER 2 LOCAL VENDOR**

My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

**I certify that the above information is true to the best of my knowledge.**

---

(Date)

---

(Name of Firm)

BY: \_\_\_\_\_  
(Name)

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

***PROPOSER INFORMATION PAGE***

**RFP** \_\_\_\_\_, \_\_\_\_\_  
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_



## **P-08-19 Addendum 2**

### **The Whiting-Turner Contracting Company**

### **Supplier Response**

#### **Event Information**

Number: P-08-19 Addendum 2  
Title: CMAR Services for Various Streetscape Improvements Projects  
Type: Request for Qualifications  
Issue Date: 1/10/2019  
Deadline: 2/13/2019 02:00 PM (ET)  
Notes: Construction Management at Risk (CMAR) Services for Various Streetscape Improvement Projects

The City of Pompano Beach invites properly licensed construction firms to submit qualifications and experience for consideration to provide Construction Management at Risk (CMAR) Services to the City for the following projects:

- 1 – Dixie Highway Streetscape Improvements (estimated construction \$26,424,000 plus \$396,360 for preconstruction services). Note: this project may be combined with proposed improvements on Atlantic Boulevard from NW 6th Avenue to Cypress Road with estimated construction costs of approximately \$9 million. However, City does not have adequate funding nor can the City promise to award the additional work until funding has been secured. This project is divided in 2 phases. Phase I construction may start from McNab Road to NE 6th Street including improvements to the intersection of Atlantic Boulevard. Phase I includes improvements to the section of

**Atlantic Boulevard from NW 6 Ave to Cypress Road (subject to funding availability). Phase II to include construction of remaining segment on Dixie Highway from NE 6th Street to Sample Road.**

- 2 – SR A1A Improvements (estimated construction \$8,896,000 plus \$133,440 for preconstruction services). Note: construction funds previously set aside for overhead utilities conversion services have been omitted from the overall initial budget set aside for this project. Overhead conversion services will be awarded separately per a previous agreement with a qualified contractor. Project is divided in 2 phases. Phase I construction is expected to start from Terramar to Atlantic Boulevard. Phase II will include construction of remaining segment of A1A from Atlantic Boulevard to Hillsboro Inlet.
- 3 – Dr. Martin Luther King Jr., Boulevard Improvements (estimated construction \$5,535,000 plus \$83,025 for preconstruction services, if necessary). All work is expected to be completed in one phase.
- 4 – NE 33rd Street Improvements (estimated construction \$5,242,500 plus \$78,638 for preconstruction services). All work is expected to be completed in one phase.

The City will receive sealed proposals until 2:00 P.M. (local), February 13, 2019. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

A Mandatory Pre-proposal Conference will be held on January 23, 2019 beginning at 9:00 A.M. (local) in the Public Works Conference Room, 1201 NE 5th Avenue, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

## **Contact Information**

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

## The Whiting-Turner Contracting Company Information

Address: 1901 W Cypress Creek Rd  
Ft Lauderdale, FL 33309  
Phone: (954) 776-0800  
Fax: (954) 776-0797

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

Frank Zaremba

frank.zaremba@whiting-turner.com

Signature

Email

Submitted at 2/13/2019 12:38:47 PM

## Requested Attachments

**Bid Proposal Package** Whiting-Turner RFQ Response to P-08-19 CMAR Various Streetscape Improvements.pdf

Must be attached and Uploaded to Attachment Tab

**Financial Statement** Whiting-Turner Confidential Financial Statement P-08-19 Various Streetscape.pdf

Must be attached and Uploaded to Attachment Tab - Please Mark "Confidential"

**Local Business Program Forms** Whiting-Turner Exhibit A and B Forms for P-08-19 Various Streetscape Improvements.pdf

You must complete these forms and upload it to the Response Attachments tab.

**T1\_T2\_Form**

Whiting-Turner - Tier 2 Local Vendor.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.

**Proposers Information Page** Whiting-Turner Proposal Information Page - P-08-19 - Various Streetscapes.pdf

This form is to be completed and included with your proposal that must be uploaded to the Response Attachments tab

## Bid Attributes

### 1 Terms & Conditions

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

Agree

### 2 Acknowledgement of Addenda

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

Yes

3

### Conflict of Interest

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

No

4

### Drug-Free Workplace

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

Yes

5

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

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

Certified

6

### Local Business Participation Percentage

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

28%

## City of Pompano Beach, FL (Purchasing) Individual Award

| Bid Information      |   | Contact Information |                       | Ship to Information |
|----------------------|---|---------------------|-----------------------|---------------------|
| Bid Creator          | Jill Klaskin Press CPPO   | Contact             | Jill Press            | Contact             |
| Email                | jill.press@copbfl.com   | Address             | 1190 NE 3rd Avenue    | Address             |
| Phone                | (954) 786-4166  |                     | Building C            |                     |
| Fax                  |   |                     | Pompano Beach, FL     |                     |
| Bid Number           | P-08-19 Addendum 2  | Telephone           | 33060                 | Telephone           |
| Title                | CMAR Services for Various<br>Streetscape Improvements<br>Projects | Fax                 | 954 (786) 4098        | Fax                 |
| Bid Type             | RFQ   | Email               | purchasing@copbfl.com | Email               |
| Issue Date           | 1/10/2019 02:00 PM (ET)   |                     |                       |                     |
| Close Date           | 2/13/2019 02:00:00 PM (ET)  |                     |                       |                     |
| Alternates           |   |                     |                       |                     |
| Supplier Information |   | Supplier Notes      |                       |                     |
| Company              | The Whiting-Turner<br>Contracting Company                         |                     |                       |                     |
| Contact Address      | 1901 W Cypress Creek<br>Rd  |                     |                       |                     |
|                      | Ft Lauderdale, FL<br>33309  |                     |                       |                     |
| Telephone            | (954) 776-0800  |                     |                       |                     |
| Fax                  | (954) 776-0797  |                     |                       |                     |
| Email                |   |                     |                       |                     |
| Submitted            | 2/13/2019 01:38:46 PM<br>(ET)                                     |                     |                       |                     |

Award Total : \$0.00

*Submitted to:*



*Dr. Martin Luther King, Jr. Boulevard  
Pompano Beach Streetscape Project  
completed by Whiting-Turner*



*Submitted by:*

The Whiting-Turner Contracting Company  
1901 W. Cypress Creek Rd #101  
Fort Lauderdale, FL 33309  
Phone: 954-776-0800  
Contact: Frank Zaremba

*Submitted on:  
02-13-19*

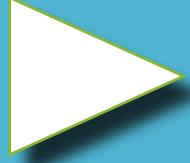


**P-08-19 CMAR Services for  
Various Streetscape  
Improvement Projects**

# TOC

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# TOC Table of Contents

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**05 - Organizational Chart**

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**07 - Resumes of Key Personnel**

**08 - References**

**09 - Office Locations**

**10 - Litigation**

**11 - City Forms**

**12 - Reviewed and Audited Financial Statement**

1

# Letter of Interest



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

WILLARD HACKERMAN  
(1918-2014)

TIMOTHY J. REGAN  
PRESIDENT AND CEO

FOUNDED 1909

## THE WHITING-TURNER CONTRACTING COMPANY

### ENGINEERS AND CONTRACTORS

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

1901 W. CYPRESS CREEK ROAD, SUITE 101  
FORT LAUDERDALE, FL 33309  
954-776-0800

INSTITUTIONAL  
COMMERCIAL  
CORPORATE  
TECHNOLOGY  
INDUSTRIAL/PROCESS  
INFRASTRUCTURE  
SUSTAINABILITY

February 13, 2019

Mr. Jeffrey English, Purchasing Agent  
City of Pompano Beach  
Purchasing Office  
1190 N.E. 3<sup>rd</sup> Avenue, Building C (Front)  
Pompano Beach, FL 33060

Re: RFQ P-08-19:  
Construction Manager at Risk (CMAR) Services for Various Streetscape Improvement Projects

Dear Mr. English,

We are excited to offer you Whiting-Turner's depth of resources and experience as an instrument toward the success of these exciting projects, and we sincerely appreciate your consideration towards entrusting us with the Construction Management responsibilities. Within the pages that follow, we have thoughtfully presented our approach and qualifications to manage the Various Streetscape projects listed in the RFQ. We would be honored to be selected as your Construction Manager, and we will make this project successful through our:

- ▷ **Qualifications.** Whiting-Turner is founded on the core values of integrity, excellence, experience and leadership. Performing a majority of our work for repeat clientele under a Construction Management at Risk (CMAR) approach, Whiting-Turner is recognized as a national leader in CMAR (ranked 5<sup>th</sup> in volume of work by Engineering News Record) and as such, we are familiar with the latest scheduling, cost control and project management software and techniques. Celebrating 110 years of construction excellence, and employing over 3,800 construction professionals nationwide, and 70 construction professionals from our South Florida office, Whiting-Turner has the capability to manage the challenges of these projects.
- ▷ **Knowledge of the City and Local Conditions.** Whiting-Turner offers a strong resume of construction experience including streetscape and hardscape projects in Pompano Beach, as well as elsewhere in Broward and Palm Beach County. Although the majority of our projects are awarded under a CMAR agreement, procedures from our proven success competitively bidding streetscape and utility projects can provide you with peace of mind, not only that Whiting-Turner has the requisite knowledge and experience, but also that the pricing we provide will be competitive, affording the City true value.
- ▷ **Financial Capability.** Whiting-Turner proudly enjoys a 5A-1 Dun & Bradstreet Rating – the only top 25 Engineering News Record domestic builder with this highest rating – as well as a \$4 billion bonding capacity.

# 1 LETTER OF INTEREST

Exhibit A - Solicitation, Construction Manager's Response Documents, List of Drawings, Specifications, and Addenda issued prior to execution of this Contract

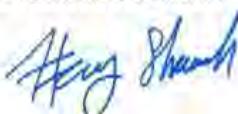
- ▷ **Safety.** The elimination of accidents related to Whiting-Turner operations is among our greatest responsibilities. Our project specific safety program will address the hazards and risks of working in the City's public right-of-ways as well as those related to working adjacent to private business and residential properties.
- ▷ **Exceeding Local Business Goals.** As required on page 9 of the RFQ, we will participate in the City of Pompano Beach's Local Business Program, and we have included as part of this package, the Local Business Participation Form (Exhibit A) listing the local businesses that will be used on the contract to exceed the required goal, as well as the required Letter of Intent Form (Exhibit B) from the key local businesses.
- ▷ **Commitment.** The proven track record of Whiting-Turner for more than a century, as well as that of our local accomplishments across the past four decades, can provide you with a genuine level of comfort in our commitment to your projects for the long run. Our track record includes a history of utilizing local, small and minority business enterprises to exceed established goals, and we will exceed the stated project goals for these streetscape projects as well.
- ▷ **Assigned Staff.** This letter serves as commitment to confirm the staff assigned to the Various Streetscape project(s) will participate until the project is completed.

Our corporate name and other information requested in the RFQ are as follows:

|                    |   |
|--------------------|---|
| Corporate Name:    | The Whiting-Turner Contracting Company  |
| Project Executive: | Henry Shawah, Vice President  |
| Primary Contact:   | Frank Zaremba, Project Manager (Cellular No.: 561.719.4044)   |
| Regional Office:   | 1901 W. Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309  |
| Local Office:      | 621 E. Atlantic Blvd., Pompano Beach, FL 33060  |
| Telephone No.:     | 954.776.0800  |
| Federal ID No.:    | 52-0529450  |
| E-Mail Addresses:  | <a href="mailto:henry.shawah@whiting-turner.com">henry.shawah@whiting-turner.com</a> / <a href="mailto:frank.zaremba@whiting-turner.com">frank.zaremba@whiting-turner.com</a> |
| Website:           | <a href="http://www.whiting-turner.com">www.whiting-turner.com</a>  |

The professionalism of the team that you select will carry the tone for the project's duration and the perception of the community. With the selection of Whiting-Turner, you can be assured that our highly qualified team will be dedicated to completing your vision for the projects in a professional manner. As Whiting-Turner's Project Executive, I am excited about the possibility of our team contributing toward the success of the City's G.O. Bond Program. I thank you very much for the consideration of our proposal, and I look forward to our team working together with you on this very important project.

Very truly yours,  
THE WHITING-TURNER CONTRACTING COMPANY



Henry Shawah  
Vice President





# Technical Approach



## 2. TECHNICAL APPROACH



### 02 - Technical Approach:

**Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.**



Dr. Martin Luther King Jr. Boulevard Watermain & Streetscape Project  
Lane Closure for Island Construction

The Whiting-Turner approach to managing any of the various Streetscape Improvements, will be the same CMAR approach that we have utilized for managing other similar streetscape and utility improvement projects locally, regionally, and nationally.

- The project will be staffed with experienced, dedicated Project Managers and Superintendents from our nearby regional office of over 70 such construction professionals.
- We will utilize the experience and expertise of the most qualified, local specialty subcontractors.
- The most current management tools such as CMiC and Primavera will be utilized to maintain time schedules and cost controls as well as other facets of construction such as submittals, procurement, meeting minutes and directories.
- The plans will be reviewed during development by our experienced staff, our carefully selected pool of prequalified subcontractors, City staff and the Design Team.
- We will be available at all times, day or night, and we will promptly address any concerns that the City may have throughout the Construction Management process.

## PRECONSTRUCTION PHASE

The preconstruction process will begin immediately upon selection of the Whiting-Turner team.

We will work in concert with the design engineer to enable the delivery of a quality design that can be delivered within budget and schedule, through a process that enables complete and coordinated documents, avoids redesign, and ultimately minimizes change orders.

Preconstruction will include the following components:

### CREATING A PLAN OF ATTACK

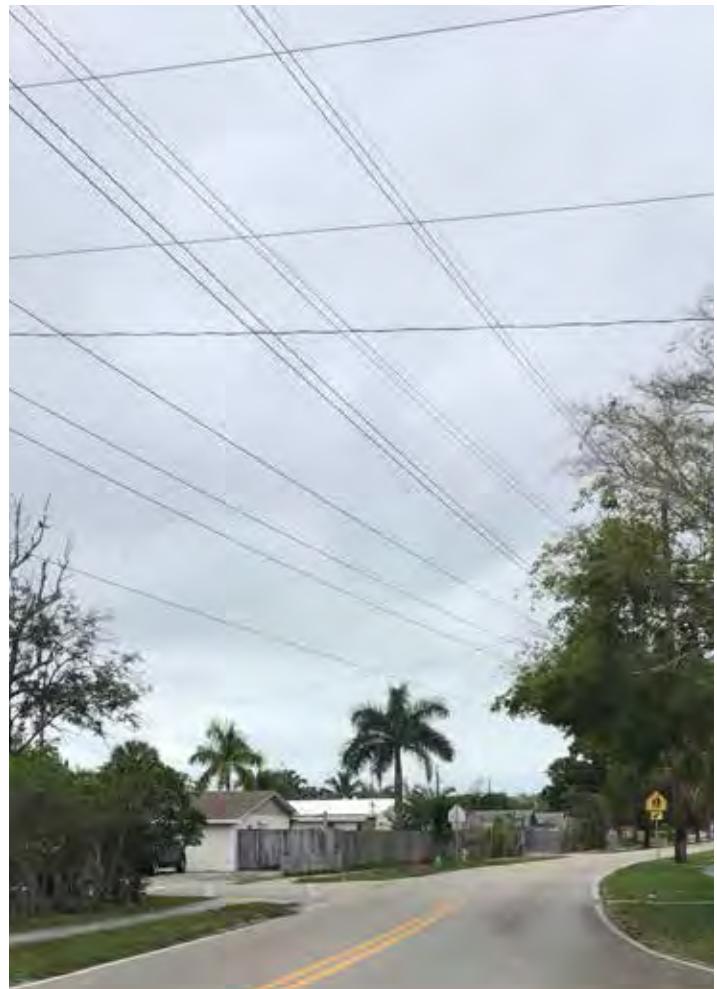
Key to the success of the project are regularly scheduled progress meetings. To be effective, the decision makers representing the City, the Design Team, and the Whiting-Turner team will be in attendance. The meetings are critical in identifying key issues and alternatives, as well as performing constant value engineering. The minutes that we issue after each meeting are formatted so that all team members are clear as to their immediate and long-term responsibilities. These minutes are an important tool for maintaining the project's direction and focus.



Approvals to design alternatives are often provided immediately, in this arena, thereby keeping the Construction Management process running efficiently to meet the strict time constraints of a project. Whiting-Turner's consistent use of this process has allowed this process to develop to a high level, so that our team and City staff will enjoy the benefits of efficient coordination.

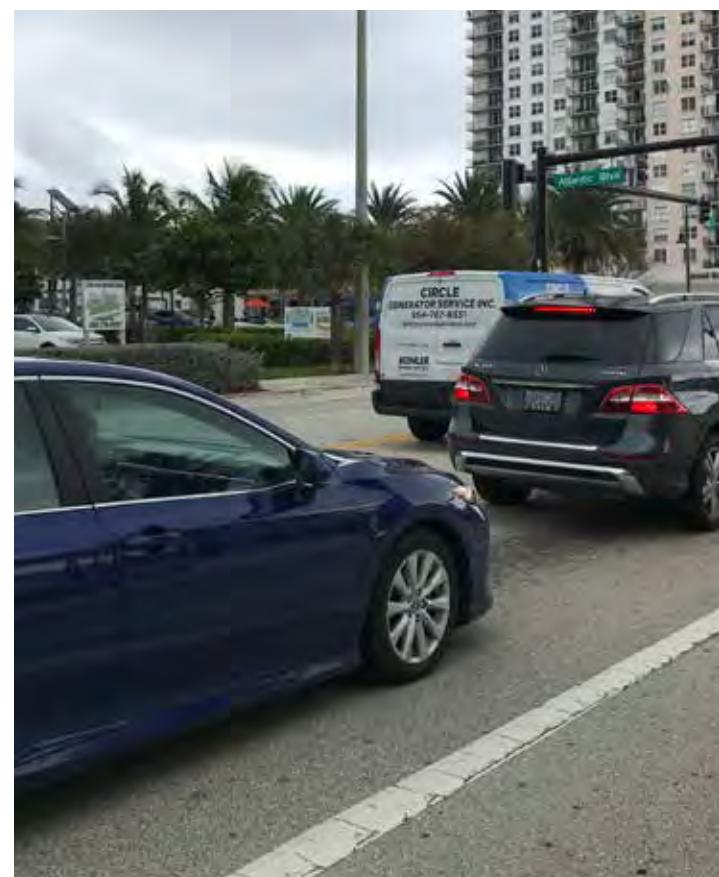
## CONSTRUCTABILITY COMMENTS

Low overhead power, telephone, and cable lines as pictured here on A1A and NE 33rd St. will necessitate careful planning and communication with the heavy equipment operators for both their own safety and consideration for the community.



**CONSTRUCTABILITY COMMENTS**

Safe passage around our work zones will require careful consideration of pedestrian, bicycle, and vehicular traffic, as is indicated by a glimpse onto almost any of the proposed streetscape projects, such as A1A pictured in these accompanying 3 photographs.



## CONSTRUCTABILITY AND VALUE ENGINEERING (VE) REVIEWS

Whiting-Turner and our network of local subcontractors will review plans provided to us by the Design Team and offer useful cost and time saving feedback based upon our combined years of local, relevant experience and our evaluation of the existing site conditions.

Bringing a Construction Manager on board as early in the project as possible offers the best opportunity to reduce cost without jeopardizing design integrity and/or necessitating costly redesign.

As part of our value engineering effort, we will also assist the Design Team with analysis of alternatives to maximize efficiency within your project scope. In conjunction with your design team, we will concentrate on the "cost drivers" - the components and major systems that account for the majority of project cost. The depth of experience held by our team with similar projects will enhance our capability to provide true value in these efforts.

As a fully integrated project team member, we will intertwine value engineering with constructability. Our team will review the design with an eye on alternative solutions that will facilitate field operations, save time and money, and ultimately result in a higher quality project.

**Past constructability comments have included items such as the following:**

- Cost/schedule impact of lining sanitary sewer pipe mains / laterals vs. the cost to remove and replace.
- The cost/schedule impact of rehabilitating existing manholes vs. the cost to remove and replace.
- Material evaluation such as PVC vs. DIP for pipe selection.
- Evaluation of full width asphalt replacement vs. partial. Advantages of partial width replacement might include accessibility to the public and schedule, in addition to the obvious cost consideration.
- The location of nearby building foundations and whether they might be undermined by construction. If new utilities may be within the area of influence of a nearby foundation, then there would be several construction options to consider, such as soil cement or helical piers.
- Constructing areas such as driveways and intersections during off peak hours, to minimize the impact to the community.

## COST ESTIMATES

Whiting-Turner will typically prepare three Estimates prior to arriving at a Guaranteed Maximum Price (GMP).

Our first estimate will be performed immediately with the information that is available to us. A budget of this magnitude is vital to ensure the team does not go down the wrong road. An inflated estimate could create a false sense of being over budget and result in unnecessary scope or quality sacrifices. Potential savings could then come too late in design to reinvest. Conversely, the illusion created by a low-ball estimate could result in major redesign, lost time and diminished credibility. Through the seamless approach of our field-experienced managers performing design review and providing the cost estimates in preconstruction, you are provided a higher level of accuracy and market understanding.

As the design progresses, we will update the budget accordingly so that once we establish our GMP, you can be confident in the accuracy and detail of our estimate.

During construction, cost control is about strong management and administration. Our procedures ensure that an up-to-date assessment of current and projected costs will be available to the City at all times. We will continually calculate "cost at completion" to identify any variances while there is still time to take corrective action, ensuring that your final budget is met.



*Dr. Martin Luther King Jr. Boulevard Watermain & Streetscape Project*



*Renaissance 72" Aluminized Steel Pipe (20' deep)*

## BUDGET VS. ACTUAL COST

As the City's Construction Manager, we will work diligently to minimize total project risk. We will pay close attention to:

- Schedule control for claims prevention
- Quality planning to avoid rework
- Verification of trade and supplier bonds
- Verification of in-place trade insurance certificates
- Safety planning for accident avoidance
- Trade contractor financial status monitoring
- Verification of second-tier contractor and supplier payments
- Proper trade/supplier payment monitoring (no overpayment)
- Appropriate contingencies



As requested in Section E on page 15 of the RFQ document, the following are "budget vs. actual cost" examples for projects completed in the last 5 years:

### ACTUAL VS. COMPLETED COST COMPARISON

Dr. Martin Luther King Jr. Blvd. Water Main Improvements

Owner: Pompano Beach NWCRA  
 Completed: 2014  
 Original Value: \$759,956  
 Final Value: \$851,921



1. Dr. Martin Luther King Jr. Blvd. Streetscape Improvements

Owner: Pompano Beach NWCRA  
 Completed: 2015  
 Original Value: \$3,271,809  
 Final Value: \$3,037,961



2. Downtown Infrastructure Improvements

Owner: City of Coral Springs  
 Completed: 2015  
 Original Value: \$4,065,083  
 Final Value: \$4,211,725



3. Northwood Rail Connection Utility Relocation Phase 1

Owner: City of West Palm Beach  
 Completed: 2016  
 Original Value: \$2,800,000  
 Final Value: \$2,560,377



4. North Flagler Drive Force Main & 23rd Street and Currie Park Improvements

Owner: Town of Palm Beach  
 Completed: 2015  
 Original Value: \$5,488,466  
 Final Value: \$5,025,333



## Prequalification and Selection of Subcontractors

Whiting-Turner has strong relationships with the nearby trade community and a very good understanding of local bidding conditions.

As an example of our involvement and understanding regarding local subcontractors and bidding conditions, Whiting-Turner has been an active member of the Construction Association of South Florida (CASF) for 30 years.

The CASF is an organization consisting of approximately 400 members comprised of local general contractors, subcontractors, suppliers and design professionals. The subcontractor community makes up over half of the members. This group provides a forum where subcontractors can network with contractors for the betterment of all. For example, Whiting-Turner has hosted an annual breakfast for the past decade for subcontractors through the CASF.



## LOCAL BUSINESS OUTREACH



Whiting-Turner has participated in a number of outreach events hosted by Dahlia Baker/City of Pompano Beach.

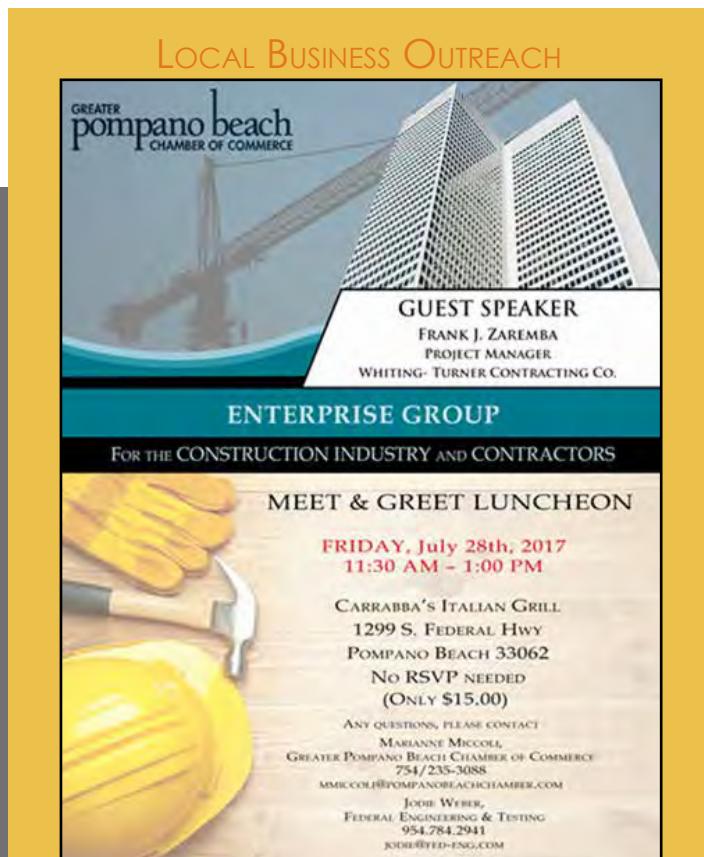
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This networking event between Whiting-Turner and the subcontracting community is attended by approximately twenty Whiting-Turner project managers and 150 subcontractors.

Our South Florida Division Vice President, Rob Mitchell, is a past president of the CASF.

With our cross-disciplinary, seamless management approach of our field managers also involved in all preconstruction and procurement efforts, they maintain stronger relationships within the local trade community. Regularly bidding work and maintaining contact through field work, they stay in tune with local conditions, work force challenges, materials availability, etc. When bidding your project, they are better enabled to leverage their first-hand knowledge and existing subcontractor/supplier relationships for a more accurate understanding of current conditions.

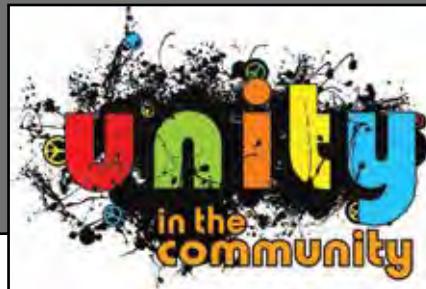
Additionally, Whiting-Turner employs managers who are dedicated to maintaining a pulse on the national marketplace who regularly share information within the Whiting-Turner network on industry trends and anticipated changes in the construction climate.



Whiting-Turner has been a guest speaker at the Pompano Beach Chamber of Commerce Luncheon for the construction industry and contractors.



WHITING-TURNER IS A MEMBER OF THE POMPANO BEACH CHAMBER OF COMMERCE  
...and is involved in the community.



## Breakfast for the Big House

Benefiting the Sample-McDougald House Preservation Society



## LOCAL BUSINESS OUTREACH



Article from Pompano's Local Pelican Newspaper

Friday, April 18, 2014

**Local business owners connect with CRA, city and county to get on vendor's lists**

By Judy Vik

PELICAN STAFF

### Pompano Beach

Representatives from Pompano Beach, Broward County and Broward College offered help for business owners looking to grow their companies during a recent workshop at Pompano Beach City Hall.

Stean Kurek, program director for the Pompano Beach CRA Business Resource Center, event sponsor, outlined the center's three programs.

A microenterprise business loan fund, offering loans from \$500 to \$25,000 for businesses. Those qualifying must live or work in the



Frank Zaremba and Lydia Bowen of the Whiting-Turner Contracting Company meet with participants in a workshop for businesses, sponsored by the CRA Business Resource Center. (Betty Williams, a freelance artist, took this photo.) (Staff photo by Judy Vik)

**Northwest CRA district**  
Weekly educational classes are offered for small, emerging businesses at the Larkins Center.

A business incubator

See VENDORS on page 24.

**"Local business owners connect with CRA, city and county to get on vendor's list..."**  
**Frank Zaremba and Lydia Bowen of the Whiting-Turner Contracting Company meet with participants in a workshop for businesses..."**

## POMPANO BEACH CLASSROOM LIBRARIES



**CROCKETT FOUNDATION**  
Inspiring today's youth

**4th ANNUAL DERBY DAYS PREAKNESS PARTY**

**SAVE THE DATE**  
**5.21.2016 5-9 PM**

**HONORING SPECIAL GUEST BOBBY BOWDEN**  
VIP TICKETS AND GRATUITOUS PARKING

**CALLED TO COACH**  
BOBBY BOWDEN

EARLY BIRD DEADLINE: MAY 11  
2 VIP TICKETS - \$250

BENEFITING THE CROCKETT FOUNDATION

MEDIA PARTNERS:  
**AVENTURA MAGAZINE**  
**inWESTON**

**SPORT OF KINGS GULFSTREAM PARK**  
501 SOUTH FEDERAL HIGHWAY  
HALLANDALE BEACH, FL 33009

[CROCKETTFoundation.org](http://CROCKETTFoundation.org)





Join us rain or shine as we introduce the newest addition to Shipwreck Park, the Okinawa!!! The Okinawa is a 107' tug and is expected to be docked at the Hillsboro Inlet Park where she will spend her last night before joining her sister, the Lady Luck, the following morning at 10 am (Saturday, August 19<sup>th</sup>) 70 feet below the surface about a mile from the Pompano Pier.

During the launch party, you'll have the opportunity to meet Dennis MacDonald, the artist who created the Shipwreck Park art!

Suggested donation \$50. Donate at the reception or at the link below.  
<https://donorbox.org/shipwreck-park>

Refreshments will be served. For more information please contact Rob Wyre@shipwreckparkpompano.org

**OKINAWA Launching Party**

**DATE AND TIME**  
Fri, August 18, 2017  
6:00 PM – 8:00 PM

**LOCATION**  
Hillsboro Inlet Park  
2700 North Ocean Blvd  
Pompano Beach, FL 33308

**CONTACT**  
Rob.Wyre@shipwreckparkpompano.org

►2017 OFFICIAL REGISTRATION STATE BOATHOUSE NO. 000074. FINANCIAL INFORMATION FOR CONVENTION OF TRADE SHOWS IS RETAINED FROM THE 2017 OFFICIAL REGISTRATION BY SALES (TOLL-FREE 1-800-772-1414) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Pompano Beach Residents enjoying Dr. Martin Luther King Jr. Celebrations January 21, 2019 on Dr. Martin Luther King Jr. Boulevard, a CRA CMAR project performed with Whiting-Turner.



## Employment of local residents



As a Construction Manager for the City of Pompano Beach, we are committed to assisting our subcontractors in identifying and hiring qualified residents of Pompano Beach for employment on these projects!

The roadway superintendent on the two projects that we have performed for the Pompano Beach CRA, Willie Harris, is a longtime resident of the City of Pompano Beach, and at least one of the laborers under Mr. Harris' supervision is similarly a Pompano Beach Resident

Pompano Beach has a program for employing local, minimally skilled residents headed by Dahlia Baker. Whiting-Turner is aware of the CRA's program because we have been in regular communication with Ms. Baker over the past couple of years, and we have participated with her in various outreach efforts.

Below is a quote from an email from Ms. Baker, regarding this effort:

*Frank:*

*Thank you for your informative presentation this morning.*

*We are fortunate to have someone of your professional expertise serve as a resource to our local business community.*

*Again thank you and I look forward to working with you on future endeavors...*

*Dahlia Baker  
Program Manager  
CRA Business Resource Center  
954-586-1132*



## PUBLIC OUTREACH TEAM MEMBER

Among our first agenda items will be to consider community outreach consultants.

Whereas Whiting-Turner's staff often orchestrates the various facets of public outreach, there are several very good, local individuals and small businesses that specialize in this niche arena.

During preconstruction, we will develop an understanding of the public outreach scope of work, that will be most beneficial for the project, and at that time we will consider including a specialty consultant on our team to assist with this role.

Utilizing a local individual or small business for this role would not only free our staff to focus on other construction management responsibilities, but also offers an opportunity to increase the local participation achieved by our team.

## COMMUNITY COORDINATED COMMUNICATION

The community will recognize the value that this project offers. If the residents are informed and they see continuous, well planned progress, enthusiasm from the community can be maintained throughout the project. The community will naturally get upset if they are not informed, or misinformed, and they are inconvenienced for what appears to be an unnecessary reason.

Whiting-Turner will provide regular schedule, M.O.T. and project highlights so that the community is informed about this important project-related information. With the City's prior approval, we will draft memorandums regarding certain project-related information and distribute these updates to residents and businesses.



All residents and businesses affected by construction will be notified regularly regarding the project status. The adjacent image is a sample Notice to Residents and Business Owners. This sample notice illustrates a general approach to notifying the local community, both prior to the onset of construction, and as may be prudent, throughout the construction duration. The City may certainly elect to put this notice on its own letterhead, or you may prefer that this type of communication to be issued in a slightly different format.

On the occasion when it is time for the project team to meet with business groups or community associations to discuss the project in any way, we will be there to act in the capacity that you most prefer, to take a leadership role or to support in answering any questions.

Our field staff is often the first line of communication with the public. By being fair and honest, we have routinely and promptly assisted the public with minor inconveniences that they may have suffered as a result of the construction operations. This assistance has included actions such as carrying laundry to the dry cleaner or repairing a flat tire. By promptly addressing a concern in the field instead of allowing them to fester, we have generally averted community concerns from reaching City Hall.

The full time Whiting-Turner Superintendent will assume the role as our representative to primarily coordinate resident and local business concerns, access, and safety. The superintendent's daily routine will include confirming continuously that sidewalks are open, work hours begin and complete as agreed upon with the community, the parking plan is being followed, all fences, barricades and proper protection is in place, and that any community concern is either: (1) immediately addressed or that (2) the concern is immediately logged in and forwarded to the Whiting-Turner and City Project Managers for their prompt review.



# COMMUNITY OUTREACH SUCCESSES

## SUCCESS EXAMPLE #1

### Flagler Drive Town Force Main Project

This project took place on Flagler Drive from Providencia Park to Currie Park, and then proceeded westward. It was somewhat unique in that it was a Town of Palm Beach utility project performed in the City of West Palm Beach.

Prior to beginning construction, Whiting-Turner's Project Manager walked the length of this project from a couple of blocks south of the project to a couple of blocks north of the project and hand delivered fliers at each property along the way, explaining the project, and answering questions. The hand delivered flyer invited the public to a Project Informational Meeting in the Flagler Gallery of City Hall.

The night of the community meeting, only one resident came. The reason that the meeting was not well attended was not because of the community's apathy, quite the opposite, there were initially a great many questions and concerns from the public about the project; however, by visiting the individual properties and explaining the project, Whiting-Turner had satisfactorily addressed the community's concerns so that the condominiums, businesses and the hospital did not feel a need to attend a meeting.

The Flagler Drive Town Force Main flyer was reviewed and approved with comments by the City's Engineering Department. The City and Town logos were placed on this flyer and Whiting-Turner's logo was omitted at the request of the City; however, at other times, notices to residents and businesses have commonly been distributed with Whiting-Turner's letterhead.

Jose A. Tagle in the Office of the Mayor was tremendously helpful in acquiring contact information and providing some feedback as to what concerns about the project may have made their way to Mayor's office, so that we could promptly address them. Together with the Mayor's office, a comprehensive list of community members wishing to be notified of the project's progress was assembled and the community was generally updated through this email list.



**NOTICE OF PROJECT INFORMATIONAL MEETING  
FOR FLAGLER DRIVE FORCE MAIN PROJECT**

**DATE:** Wednesday, November 12, 2014 from 5:00pm to 7:00pm

**LOCATION:** Flagler Gallery (City Hall 1<sup>st</sup> Floor)

The Town of Palm Beach, will hold an **INFORMAL OPEN HOUSE MEETING** regarding an upcoming Town of Palm Beach force main project.

This project informational meeting will be conducted by the **Construction Manager, The Whiting-Turner Contracting Company**, to provide interested persons the opportunity to ask questions about the project and address specific concerns or needs during construction. Representatives from the Town of Palm Beach and the City of West Palm Beach Engineering and Public Works Departments will be in attendance.

Construction plans will be on display at the project information meeting. For additional information about the meeting, please contact: **The Whiting-Turner Contracting Co., Frank Zaremba (561) 719-4044.** or **The Town of Palm Beach, Charles R. Langley, P.E. (561) 838-5440.**

Initial construction activities for the new underground force main will begin in Currie Park the week of November 17<sup>th</sup>. Construction will be confined to the park area only (from 23<sup>rd</sup> Street to near Butler Street) until December 8<sup>th</sup>. This initial phase of the project will not impact traffic on Flagler Drive.

Shortly after the Palm Beach Marathon, which takes place on December 7<sup>th</sup>, installation of the force main will take place within the two north bound lanes of Flagler Drive. The work on Flagler Drive will take place from near Butler Street (see \* on picture to the right) to Providencia Park. Both lanes of south bound traffic will be maintained at all times on Flagler Drive. North bound traffic will be diverted to Dixie Hwy around the area of work. Work will be completed by July 31, 2015.



## COMMUNITY OUTREACH SUCCESSES

## SUCCESS EXAMPLE #2

## **Broadmoor Neighborhood Improvements**

Whiting-Turner was the General Contractor on this, the City's largest neighborhood improvement project.

Whereas Whiting-Turner regularly issued "Notices to Residents and Business Owners" on our company letterhead and coordinated construction directly with the affected residents, Community Informational Meetings on this project were organized by the neighborhood association, and the meetings were run by the City Commissioner for that district at that time, the late Commissioner Bill Moss. Whiting-Turner attended these community meetings in a support role at the request of the City.

By all accounts, Community Outreach and Coordination was a success on the Broadmoor Neighborhood Improvement Project.



# COMMUNITY OUTREACH SUCCESSES

## SUCCESS EXAMPLE #3

### Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

Monthly, our superintendent and project management team bring coffee and donuts to a nearby fire station meeting room and host "A Cup of Joe with Bo" to provide an opportunity for any interested community members to meet the construction team and ask any questions that they may have about the construction project. Outreach in this manner has been well received by the community.



During the first six months of the project the Town directly hired a Community Outreach Consultant to assist with the overall community outreach for the Undergrounding Project. Since that time, the Community Outreach role has been shared by Whiting-Turner and Town staff.

A Community Outreach Consultant for the City of Pompano Beach's CMAR projects may be a good investment to assist with this critical responsibility; Whiting-Turner staff will manage the consultant, if one is utilized, and coordinate resident and local business concerns, access, and safety. The superintendent's daily routine will always include confirming continuously that pedestrian safety is reviewed, work hours begin and complete as agreed upon with the community, the parking plan is being followed, all fences, barricades and proper protection is in place, and that any community concern is either: (1) immediately addressed or that (2) the concern is immediately logged in and forwarded to the Whiting-Turner and City Project Managers for their prompt review.

## PROCUREMENT

Delivery of long lead time items such as pump station controls and instrumentation and pollution control devices, will be incorporated into our schedule. These materials will be identified early in the project and their delivery will be tracked by our procurement log, which will be reviewed regularly with the City's project manager and Design Team, and in the case of third party provided material, such as FPL, those parties will be consulted regularly.

Long lead time deliveries will be identified during preconstruction and necessary steps will be taken to ensure timely delivery of long lead materials. Typically we will speak directly to the supplier of any critical long lead items to ensure everyone understanding of the procurement delivery timeline, and when there is a challenge we will work with that supplier to find a solution.

**A**n example of successful procurement planning occurred on the Flagler Drive force main project that we completed. The 24" PVC force main pipe used on Flagler Drive was a special-order material, potentially requiring a couple of months to procure, because it is only fabricated after an order is placed. During the preconstruction effort, Whiting-Turner was in contact with the suppliers and vendors, so that when the Town PO was issued, the material subcontract was immediately released, as anticipated by the vendor, and the material was fabricated and delivered to the site within 3 weeks!



## PRECONSTRUCTION VIDEO RECORDINGS

So as to avoid any misunderstandings regarding damage to private property that may occur during the construction project, all nearby structures, landscaping, and walkways will be video recorded prior to beginning construction, and a copy of the video recording will be provided to the City's Construction Manager, and Design Team.

## PROTECTION OF PRIVATE PROPERTY

Whiting-Turner strives to keep existing site elements that remain in place safe from damages due to construction activities by erecting protective measures such as fence, plywood walls, or other barriers. In addition, private property, including surrounding buildings, vehicles, signs, etc., will be protected, as reasonably possible, by Whiting-Turner.

Utilizing compact equipment specifically designed for use in tight quarters such as the CAT backhoe pictured to the right will minimize the impact to private property and narrow roadways, should it be necessary to work in such conditions.

Horizontal Directional Drilling (HDD) is also an important tool for consideration to minimize disruption to private property.

During Construction we will plan for any special protections requirements and include them in the bidder's scopes of work.

## CONSTRUCTION PARKING

Prior to completing bid packages, we will evaluate the availability of construction parking together with City staff and the design team. There will be no construction related parking except by City approved staging plan.

## ARBORIST

Our team will include an arborist to assist with evaluating the various challenges that we will inevitably encounter.

On the North Lake and Laurian project, an arborist was beneficial in identifying the reason that a resident's recently planted hedges near the jobsite appeared unhealthy (roots planted too deep), as well as assisting with other concerns that nearby residents had related to their landscape that was located in the general area of construction.

The tree to the right is a family heirloom tree that had been manicured by a resident to grow around a stop sign. This tree was relocated and then replanted after completing the Storm Sewer Improvements (CM-at-Risk).

## TRENCHING AND ROADWAY REPAIRS

Among the key considerations for protecting the public and minimizing resident inconvenience is to generally only excavate what can be backfilled and compacted that day. This requires close cooperation with inspectors who understand the importance of inspecting the pipe, conduit, or subgrade early enough in the day so that these areas can be backfilled, compacted, and made reasonably safe at the conclusion of each work day.

## COMPACT RADIUS

Work in the tightest spaces



Relocated Family heirloom tree



Emergency Water Main Repair and restoration of existing conditions performed by Whiting-Turner



## PHASING / SEQUENCING PLANS

As the individual projects may require, Whiting-Turner will prepare detailed phasing plans and sequencing plans for review and comments by City staff and all stakeholders.

The phasing plans will depict the flow of traffic, pedestrian access, staging areas, work areas, and available/unavailable parking.

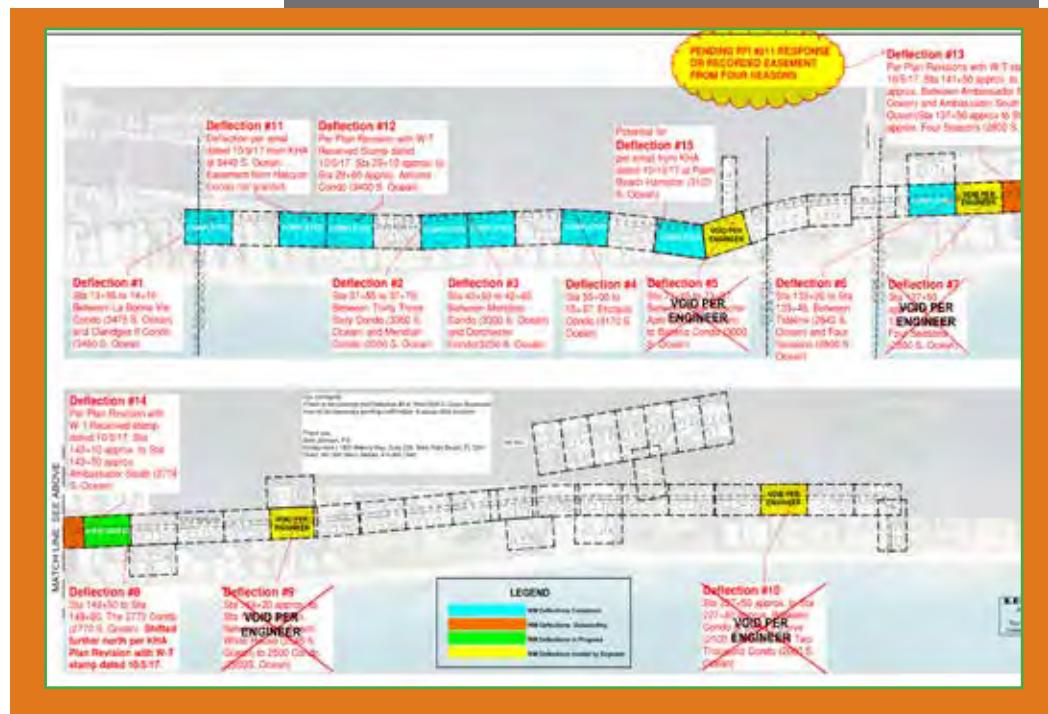
## PERMITTING

Permitting challenges will be recognized and planned for during preconstruction. Applicable permits will be identified and tracked by both the project schedule and the meeting minutes from progress meetings. The permitting process begins in preconstruction and extends into the construction phase.

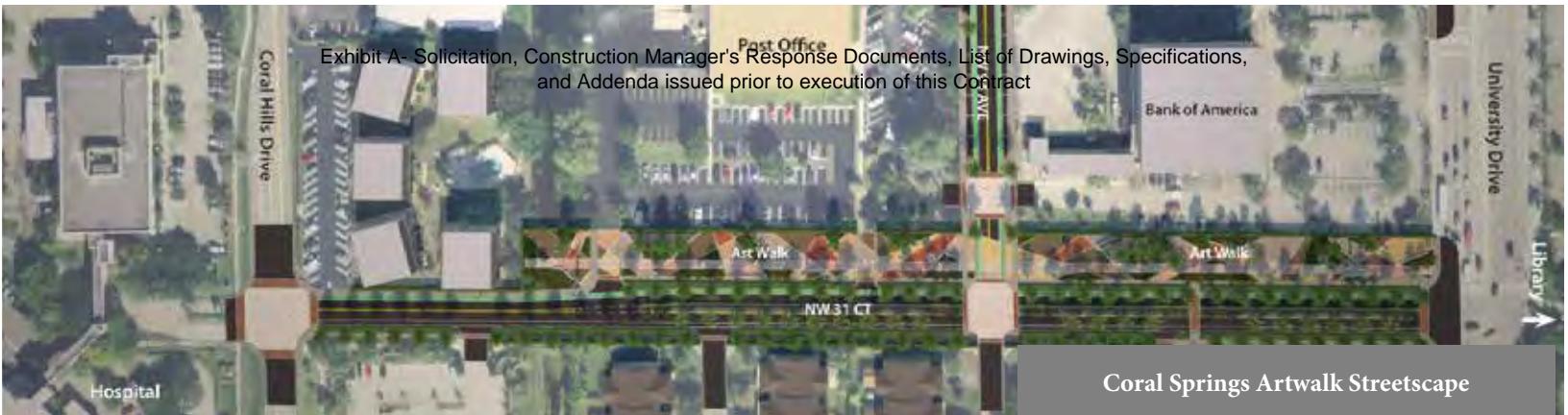
**Developing a clear list of permits and any related issues is among the most important challenges involved with planning a project. Expediting the permitting process of relevant agencies can be unpredictable, and for that reason, every effort should be afforded toward that pursuit by the City and design team early and continue as such into preconstruction.**

## GUARANTEED MAXIMUM PRICE (GMP)

Although a GMP may be developed at any point, it is generally best for all parties to base the GMP on a design that is approximately 90 percent complete. The GMP is generally based upon subcontractor pricing commitments and includes a reasonable contingency for unforeseen events.



Above is a phasing plan used on the Undergrounding Phase 1 South project for the Town of Palm Beach



## CONSTRUCTION PHASE

The "Construction Phase" typically begins with your written Notice to Proceed, based upon our mutually agreed upon GMP and completion date.

### FUNDAMENTAL RESPONSIBILITIES

The **fundamental services and responsibilities** of a Construction Manager Include:

- **Issuance of a monthly status report**, often incorporated into the monthly draw, that includes schedule and budget updates. This monthly report will also summarize the status of other important project elements such as the status of local participation, and the status of any applicable grant/ bond criteria. (*Example Below*)
- **Issuance of a monthly invoice**, accompanied by back-up, release of liens, and detailed vendor/ subcontractor costs.
- Maintain and distribute **meeting minutes** from regularly scheduled (often weekly) progress meetings.
- Maintain **Field Records**, the superintendent(s) will maintain a daily log of weather conditions, subcontractor activity, incidents, material deliveries, etc.
- Issue and track **Requests for Information (RFI's)**. With a team of experienced staff & subcontractors, questions to the Design Team documenting challenges or unforeseen events are usually accompanied by potential resolutions.
- **Maintain various logs** in three ring binders such as: SDS sheets, RFI's, submittals, incident reports, testing and inspection non-compliances, quality control reports, etc.
- **Maintain as-built record documents**. We often require that drafts of as-built documents are submitted monthly with pay requests, to avoid any surprises with what is expected on these documents and as a way of verifying the quality and quantity of the work in place.

**WT**

**October 2017 MONTHLY REPORT**

**TOWN UNDERGROUNDING PHASE 1—SOUTH—Whiting-Turner Project Updates**

**SAFETY**

Monthly safety inspections are conducted by WT Registered Safety Director. Safety audits are conducted by owner staff:

- 0 lost time incidents to date.
- 0 reportable incidents to date.

**CONSTRUCTION**

- Water main deactivation #2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12 have been completed. 8 out of 14 total water main deactivations are complete at this point.
- S. Ocean Blvd. Undergrounding Crew is continuing to conduct exploratory work to determine the potential impact of site unforeseen conditions. Currently installing IPS Heater & Thermometer (HAT) #400 S. Ocean Road from 18A 771182 to 18A 781201. Approximately 10% of Heater & Thermometer installed in easement between 18th Ave and the Town (South) limit.
- Iris Lake Undergrounding Crew has completed PFI primary, Crossover, and AT&T conduit installation along Iris Lake Road East and West. Currently installing unarmored optic and splice boxes along Iris Lake Road East and West. Canadian tenders arriving this week currently on hold pending PDEP permit issuance.

**DOCUMENTATION**

- A. 11 RFIs issued to date.
- B. 1 Outstanding RFIs

**SUBMITTALS**

- A. 42+ Individual Submittals Processed.
- B. 0 Submittal Package Currently Under Review.
- C. 0 Submittal Packages Pending Submission to A/E

**LAWSUITS**

- A. First GMP Drawing Revision #1 received July 26th from KHA.
- B. First GMP Drawing Revision #2 received October 5th from KHA.

**ESSENTIAL CHANGES**

- A. Hurricane Irma Impact.
- B. FPL Line Drawing Changes to Iris Lake Scope of Work.
- C. Response to S. Ocean Boulevard Street Lighting Scope of Work.

**FINANCIALS—BUDGET VS. COSTS**

|                       |                |
|-----------------------|----------------|
| Current GMP Amount    | \$7,300,332.18 |
| Approved Draw         | \$5,258.00     |
| Issued Scope Changes  |                |
| Grand Billing to Date | \$514,331.54   |
| Gross Billing to Date | \$514,331.54   |
| Schedule % Completed  | 100%           |

**SCHEDULE SUMMARY**

**SCHEDULE NOTES / IMPACTS:**

**PROJECT DELAYED DUE TO HURRICANE IRMA.**

- Project currently delayed by 14 calendar days due to Hurricane Irma.

**OTHERS:**

- Team directed the Segment to proceed based on FPL L2V Tariff for FPL Street Lighting. Proposal for work pending response from sub-contractors.

Sample Monthly Summary Status Report

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Some of the procedures that we implement on urban streetscape improvement projects that specifically highlight our ability to minimize negative impacts to businesses or residents and exemplify our ability to be sensitive to community needs are as follows:

## VIBRATION MONITORING

With the potential close proximity of some businesses and residences to the proposed utility relocations, vibration monitoring will be considered in the project scope of work development. We may utilize an independent testing agency to anticipate those locations that could be of concern and monitor our operations so that they and remain in compliance with applicable guidelines, to avoid potentially costly issues that may be associated with the potential of building or merchandise damage from vibrations.

**WT** BUILDING TECHNOLOGY THE MODERN TOOLBOX

**Web Based Vibration Monitoring**

**How it works:**  
The procedure is as follows. First we determine a baseline by placing accelerometers (accelerometric sensors) throughout the project area before construction begins. By measuring existing levels, we assess what is the acceptable condition experienced every day. Next, we perform mock construction to gauge what can be expected throughout construction. At the same time, we are the users to run their own mock research, so they can see what their research can withstand. Once a level is determined to be the maximum tolerable condition ("threshold" level), we write our scope of work to include rental construction equipment sites before the work is bid. Finally, we have to enforce the rules and rents by continuously monitoring via live website and field tablets. That data transmission to the field tablets along with input from the users allows us to continue our construction activities in the most efficient manner while protecting the community's or hospital's valuable research.

**Benefits**

- Develop a stronger relationship with the client
- Whichever problem occurs, stopping traffic or delay it is a problem
- Maintain schedule without wasting off hours
- Make the client feel like part of the team, their concerns
- Proactively answer to the concerns in timely manner to focus

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## MAINTENANCE OF TRAFFIC (M.O.T.)

We will utilize construction methods and sequencing which minimizes inconveniences. In the past, we have worked closely with City staff, adjusting the plan if necessary, to ensure that the best and safest traffic control solutions are realized.

Prior to commencing construction, notification of the roadway modification is distributed to the community by Whiting-Turner. Access to each resident will be planned and coordinated with the neighborhood, and any special needs of individual home owners will be addressed directly with our field staff.

Traffic will be detoured only as per an M.O.T. plan that has been approved by the Engineering Department. Variable Message Boards will be strategically positioned in advance of the M.O.T. installation, to inform vehicular traffic of the forthcoming closures. Residents, business owners, and customers affected by the road closure in these areas will be assisted by Whiting-Turner so that there is reasonable access to their residences/businesses at all times.

We are proactive in addressing any concerns of the public related to our projects. Our goal is to have zero calls from the public to City Hall. If, for some reason, a member of the community should have a concern related to our operations, you can rest assured that the Whiting-Turner team will promptly address the concern in a fair and professional manner.



## TESTING AND INSPECTION

During the initial preconstruction meeting, all testing and inspection procedures will be reviewed and summarized. We will also coordinate with the testing agency while they are performing any vibration monitoring to ensure that this important quality control measure is effective.

## Quality Control

The quality of the project will result in great part from Whiting-Turner's proven leadership. Our team will instill a positive attitude in the work force and establish an atmosphere where almost is not acceptable, and where individuals make quality performance a personal goal.

Whiting-Turner's quality program will begin long before the commencement of any construction. In preconstruction, our staff will work closely with the design team to develop complete and constructible documents. Throughout the design and construction phases, our team, made up of the best qualified subcontractors for this project, will routinely review the plans, the budget, and the schedule so that the City will realize the benefits of our combined experience and teamwork.

Our superintendents and prequalified subcontractors have the experience necessary to avoid quality deficiencies by looking ahead. The focus will be to avoid deficiencies caused by scheduling conflicts, unanticipated field conditions, tolerance or materials incompatibilities, improper installation methods, etc. As materials arrive at the jobsite, they will be inspected for compliance and logged. Work-in-place will be inspected daily.

We understand and encourage your involvement throughout the process to assure that all completed work meets your standards. It is, therefore, important to our team to review your expectations, to add to our process any procedures not already included, and to coordinate the total quality assurance effort.

Our awards program for quality will provide additional incentive to achieve excellence in construction for the City of Pompano Beach. Trade contractors will be made a part of our field incentive program. We will hold periodic meetings calling attention to quality issues and rewarding deserving field personnel and trade contractors. We will encourage the City to join us in recognizing individual trade workers to thank them for outstanding craftsmanship.

THE WHITING-TURNER CONTRACTING CO.

Quality Control Inspection Report

|  |                                     |                    |          |
|--|-------------------------------------|--------------------|----------|
| QC Inspection Number:  | 27                                  | Date:              | 10-30-17 |
| Subcontractor:   | C.R.Dunn                            |                    |          |
| Scope of Work:   | Transformer Pad for this Job Scope. |                    |          |
| Specification Reference:   | N/A                                 | Drawing Reference: | CS-02    |
| Submittal Reference:   | N/A                                 |                    |          |
| Employee(s):   | N/A                                 |                    |          |
| Detailed description of work and/or materials:<br>Concrete pad for PMS-4 fuse cabinet for use on this site   |                                     |                    |          |
| <b>Notes and Comments:</b><br>This inspection is being written to document the inspection of the delivered transformer pads to be used by C.R.Dunn on this site. The concrete pads match the dimensions submitted on drawing sheet CS-02. See photos and marked up drawing for reference.  |                                     |                    |          |
| Through this inspection, the item was found to be in compliance with the drawings and specifications:  |                                     |                    |          |
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (NOT IN COMPLIANCE) <input type="checkbox"/> N/A   |                                     |                    |          |
| <b>Recommended Corrections:</b><br>No corrections necessary.   |                                     |                    |          |
| <b>Corrections Were Made As Follows:</b><br>N/A  |                                     |                    |          |
| Signature:   | Rock, Plano                         |                    |          |
| Date for Re-inspection:  | N/A                                 | Inspector:         | SJF      |
| Subcontractor Notified:  | N/A                                 | (Initials)         | SJF      |
| <b>Substitution:</b><br>Original:  | Bo Higgins                          |                    |          |
| Copy:  | Frank Zambito                       |                    |          |
| <b>Note:</b> Verification of compliance does not remove the responsibility of the trade contractor or subcontractor to assure total compliance with the project documents. If there are future issues with this area of work, the trade contractor/subcontractor is fully responsible for the scope of work described within their contract. |                                     |                    |          |

30-10-17



## INVOLVEMENT OF CITY STAFF AND MEETING THE CITY'S OPERATIONAL REQUIREMENTS

Generally, communication between the City, the Design Team and the Construction Manager will be the primary factor in determining the success of this project.

City Staff Support needs to include timely execution of the contract, approval of the project GMP, design and necessary permitting information from the Design Team, easements as necessary, monthly review and approval of payment applications, support in community coordination and inspections.



To achieve the communication required for a successful project, it is necessary that each of us designates a single point of contact, and that this contact person attends regularly scheduled progress meetings. The ability to provide unified, prompt, clear communication to you is critical for the project to progress in an efficient manner. Similarly, the success of the project relies on the Design Team and City's ability to each provide this designated individual who has the authority to commit to decisions.

## ENVISION PROGRAM (provided by the American Society of Civil Engineers)

**The City of Pompano Beach may want to consider the Envision Program for sustainability certification on this project (details below):**

### PURPOSE OF ENVISION

To foster a dramatic and necessary improvement in the performance and resiliency of our physical infrastructure across the full spectrum of sustainability. Envision provides the framework and incentives needed to initiate this systemic change. As a planning and design guidance tool, Envision provides industry-wide sustainability metrics for all infrastructure types.

### OVERVIEW

- A holistic sustainability rating system for all types and sizes of civil infrastructure
- Guide for making more informed decisions about the sustainability of projects
- Framework of criteria and performance objectives to help project teams identify sustainable approaches during planning, design, construction, and operation
- Optional third-party verification and award for recognizing project achievements

### STRUCTURE

Envision has 60 sustainability criteria, called credits, arranged in five categories that address major impact areas.



### BENEFITS

Infrastructure investments with:

- Long-term viability
- Lower cost
- Few negative impacts on the community
- Potential to save owners money over time
- Credibility of a third-party rating system

### WHERE DOES ENVISION APPLY?

- Covers the roads, bridges, pipelines, railways, airports, dams, levees, landfills, water treatment systems, and other civil infrastructure
- Primarily for the U.S. and Canada, Envision benefits and criteria could be adapted to other locations
- Used by infrastructure owners, design teams, community groups, environmental organizations, constructors, regulators and policy makers

### HOW ENVISION WORKS

- Go to [www.sustainableinfrastructure.org](http://www.sustainableinfrastructure.org) to download Envision at no cost
- Learn to use Envision better with the Envision Sustainability Professional (ENV SP) training
- Use Envision to guide planning, design, and construction projects to reduce environmental footprint and support the larger goal of improved quality of life
- Evaluate and recognize infrastructure projects that use transformational, collaborative approaches to incorporate sustainability throughout a project's life

### ENVISION BACKGROUND

Envision was developed in joint collaboration between the Zofnass Program for Sustainable Infrastructure at the Harvard University Graduate School of Design and the Institute for Sustainable Infrastructure. The Institute for Sustainable Infrastructure is a not-for-profit education and research organization founded by the American Public Works Association, the American Council of Engineering Companies and the American Society of Civil Engineers.

Envision is a program that aims to foster "improvement in the performance and the resiliency of infrastructure". It is a sustainable infrastructure ranking system. Major benefits of the certification are fewer negative impacts on the community and the potential to save money over time. There are four levels that an Envision Certified Project may have. They can rank from Bronze at 20% of the criteria met to Platinum which satisfies 50% of the Envision criteria based on the checklist that we have attached. This information was found from the website is identified above. The checklist excel sheet has tabs at the bottom that go into further detail about each category.

**ENVISION PROGRAM** (provided by the American Society of Civil Engineers)

*The City of Pompano Beach may want to consider the Envision Program for sustainability certification on this project (details below):*



**Philip Benedek**  
Envision Sustainability  
Professional



## ENR Rankings

**5th** in Construction Management at Risk Firms  
**13th** in Top Green Contractors

Philip Benedek, pictured above, is currently the Whiting-Turner project engineer on the "Old Pompano Streetscape Improvements" - in his individual self improvement effort he recently earned the designation of "Envision Sustainability Professional". Our professionals stay abreast of green practices and technology by attending and participating in sustainability organizations, conferences and forums.

### INNOVATION AND INSIGHT

Information gained is communicated continually within the network of Whiting-Turner personnel involved on our sustainable and LEED projects. This network allows our team to bring more resources and new, innovative ideas to the discussions on each project. Examples of the information routinely shared include:

- Results from work done with a concrete vendor to develop a test for concrete that meets the reflectivity required by the LEED standards.
- Innovative ways to construct projects while maintaining existing trees.
- Creative ways to achieve over 80% construction waste recycling.

# SUSTAINABLE AND LEED CONSTRUCTION

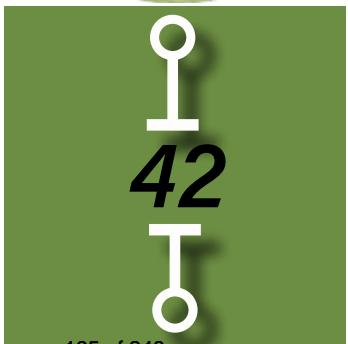
## Whiting-Turner's Current Stats:

293

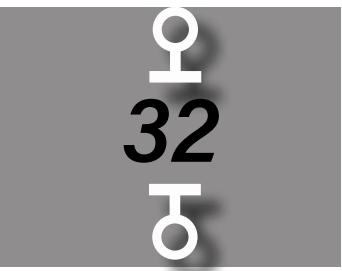
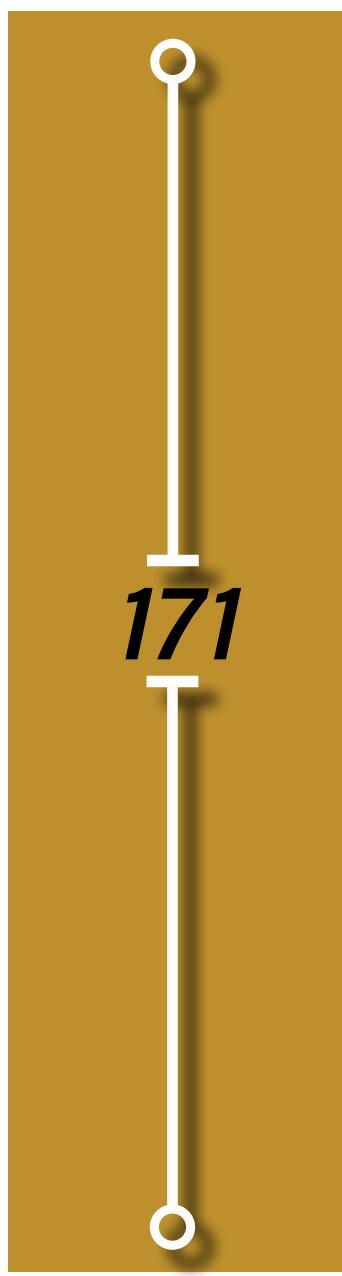
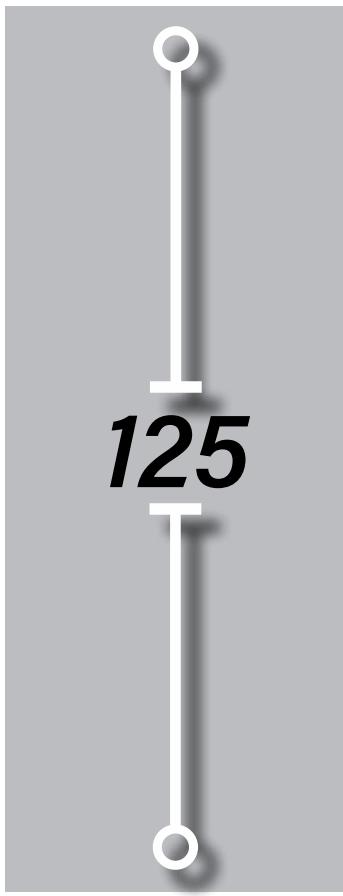
LEED Accredited Professionals

370

LEED certified projects over \$27 billion  
(see project breakdown below)



165 of 246



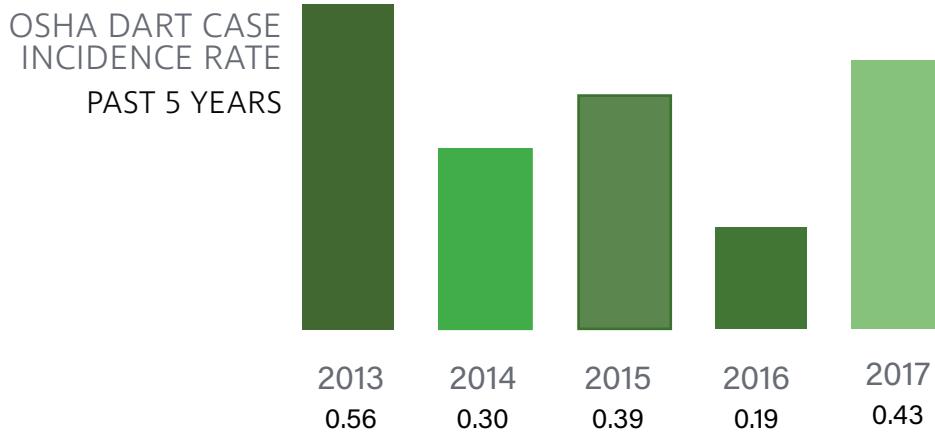


## SAFETY

**W**hiting-Turner strives for continuous improvement in the safety of all of our operations. Our safety statistics are well ahead of our contemporaries in the region. Our Experience Modification Rate has improved over the past several years.

Our project superintendent has primary responsibility for safety on this project. All team members contribute to our goals of an accident free workspace. We have traveling safety experts who serve as a resource to our project teams for hazard analysis and resolution of safety issues. They also visit our projects and at critical times to conduct safety audits and ensure that our teams are succeeding in maintaining safe work sites.

Please see our Experience Modification Rates for the last 5 years to the right of the page.



### SAFETY PROGRAM GOALS

Whiting-Turner's corporate and project goals are very simple – **zero accidents**. This is our goal and we will not stop trying to get there. Other safety and loss prevention goals include:

- Zero fatalities
- Zero permanent injuries
- Zero impact on public personnel or property
- Prevention of any incident that would adversely impact the City, cost, schedule or quality

While the statistics provided in this section are quite good, they are never good enough. All accidents are preventable and avoidable, and we will never stop trying to eliminate them.

# SAFETY

## TARGET ZERO

Whiting-Turner has developed a "Target Zero" Safety Culture, as we strive towards an incident and injury-free workplace.

One tool we developed is a proprietary mobile app named "Target Zero" that is used on-site to immediately record safety observations, both good and bad.

Our Target Zero app has the ability to distribute safety notices, observations, recognition and violation reports to subcontractors, assign safety issues to PM/Foreman level of subcontractor, and automatic notifications to internal Whiting-Turner management and the project team.

The following principles will guide the collective project team in all project activities:

- Safety is everyone's responsibility.
- People are our most important asset.
- Train employees to work safely and to develop a "Target Zero" Safety Culture.
- Tasks must be planned and performed with a concern for safety.
- Working safely is a condition of employment.
- Expectations will be communicated to all personnel.



# 3 Schedule



## SCHEDULE

Through proactive schedule development in the earlier phases of an award, we will properly plan the work to ensure that we evaluate the phasing options and to best satisfy your time requirements. We will work with the design engineer to coordinate the phasing of document production with the construction schedule. Our team's depth of experience with a fast-track multi-phased project approach will ensure our success in these efforts.

The Whiting-Turner team will utilize Primavera, recognized as the most effective and flexible scheduling software in the industry, to develop and maintain the project schedule. Schedule development and maintenance efforts will be led by our Project Manager, Frank Zaremba with the support of our full team. The City, the Design Team, subcontractors and other stakeholders will be included in the development of the schedule.

The schedule that we have included in this RFP response depicts a generally aggressive and detailed outline of key steps necessary for the successful implementation of "Preconstruction". For simplicity, we have assumed Phase 1 and Phase 2 design completion dates are the same for all projects, (Phase 1 90% Design Complete 8/15/19 and Phase 2 90% Design Complete 2/13/20), also for simplicity at this time, "Construction" activities for each project were consolidated into one line item per streetscape street project for Phase 1 or Phase 2 construction. The aggressiveness of the "Preconstruction" schedule is buffered by line item 590 which was created to "account for project details and challenges unknown to the RFQ responders at this time". Upon the selection of Whiting-Turner, we will immediately begin fine tuning the schedule so that the detailed components of each portion of the project are reflected, for example, in the prebid meeting the City indicated that the design documents for the Dr. Martin Luther King Jr. Boulevard Streetscape are nearing completion, so it is likely that the process for this location will be accelerated, in comparison to other projects, so that construction could begin earlier than the date indicated for that streetscape project.

Once construction is under way, we will continue to monitor the project schedule, and our field staff will maintain a more detailed 3-week look-a-head schedule for clarity in our schedule expectations to trades. Please refer to conceptual schedule below, and on the following pages:

# Conceptual Schedule

- o Above is a conceptual schedule for this project. Whiting-Turner has successfully completed many fast-track projects for the City of Pompano Beach

Please refer to the following two pages for the full schedule.

# 3 SCHEDULE

Exhibit A- Solicitation, Construction Manager's Response Documents, List of Drawings, Specifications, and Addenda issued prior to execution of this Contract

| Activity ID   | Activity Name   | Seq | Start     | Finish    | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|-----|-----------|-----------|------|------|------|------|------|------|
| <b>CMAR Services for Various Streetscape Improvements - RFQ Response Schedule</b> |   |     |           |           |      |      |      |      |      |      |
| <b>PRECONSTRUCTION</b>  |   |     |           |           |      |      |      |      |      |      |
| <i>Administration &amp; Subcontractor Bidding</i>                                 |   |     |           |           |      |      |      |      |      |      |
| A1000   | City Accepts RFQ Responses from CMAR's  | 1   | 13-Feb-19 | 13-Feb-19 |      |      |      |      |      |      |
| A1010   | City Review and Selection of CMAR Process   | 28  | 13-Feb-19 | 22-Mar-19 |      |      |      |      |      |      |
| A1020   | Precon Team Mtgs to Discuss Ph.1 & Ph.2 Constructability, Permits, Schedule, Alternatives | 313 | 13-Feb-19 | 06-May-20 |      |      |      |      |      |      |
| A1030   | Design is Compiled to 90% & Issued to WT for Permitting & GMP Pricing (Ph.1 Const.)       | 130 | 13-Feb-19 | 15-Aug-19 |      |      |      |      |      |      |
| A1040   | Face of the City Presentation (If Necessary)  | 30  | 13-Feb-19 | 26-Mar-19 |      |      |      |      |      |      |
| A1050   | Design is Completed to 90% & Issued to WT for GMP Pricing (Ph.2 Const.)                   | 254 | 13-Feb-19 | 13-Feb-20 |      |      |      |      |      |      |
| A1060   | CMAR Receives Notification of Selection   | 6   | 22-Mar-19 | 29-Mar-19 |      |      |      |      |      |      |
| A1070   | City, CMAR & Design Team Meet to Discuss Precon Expectations                              | 5   | 25-Mar-19 | 29-Mar-19 |      |      |      |      |      |      |
| A1080   | CMAR Submits a Preconstruction Proposal   | 10  | 01-Apr-19 | 12-Apr-19 |      |      |      |      |      |      |
| A1090   | City & CMAR agree to Preconstruction Contract Language                                    | 25  | 15-Apr-19 | 17-May-19 |      |      |      |      |      |      |
| A1100   | City Prepares & Issues Preconstruction Contract   | 25  | 20-May-19 | 24-Jun-19 |      |      |      |      |      |      |
| A1110   | WT Signs Preconstruction Contract   | 5   | 25-Jun-19 | 01-Jul-19 |      |      |      |      |      |      |
| A1120   | WT Prepares Initial Opinion of Probable Cost based on Initial Design Info.                | 17  | 25-Jun-19 | 18-Jul-19 |      |      |      |      |      |      |
| A1130   | City & WT Agree on Construction Amendment Language  | 10  | 25-Jun-19 | 09-Jul-19 |      |      |      |      |      |      |
| A1140   | City Executes Preconstruction Contract & Issues NTP                                       | 15  | 02-Jul-19 | 23-Jul-19 |      |      |      |      |      |      |
| A1150   | WT Obtains Dewatering Permit (If Necessary)   | 50  | 24-Jul-19 | 02-Oct-19 |      |      |      |      |      |      |
| <b>Phase 1</b>  |   |     |           |           |      |      |      |      |      |      |
| AP1000  | WT Prepares & Issues Bid Packages to Subcontractors Ph.1                                  | 10  | 16-Aug-19 | 29-Aug-19 |      |      |      |      |      |      |
| AP1010  | Permitting Phase 1 Drawings   | 60  | 16-Aug-19 | 08-Nov-19 |      |      |      |      |      |      |
| AP1020  | Pricing Period Ph.1   | 30  | 30-Aug-19 | 11-Oct-19 |      |      |      |      |      |      |
| AP1030  | WT Organizes Ph.1 On-Site Walk-thru with Subcontractors / City / Design Team              | 5   | 09-Sep-19 | 13-Sep-19 |      |      |      |      |      |      |
| AP1040  | WT Receives, Summarizes, & Evaluates Bids Ph.1  | 10  | 14-Oct-19 | 25-Oct-19 |      |      |      |      |      |      |
| AP1050  | WT Prepares a GMP Proposal Ph.1   | 5   | 28-Oct-19 | 01-Nov-19 |      |      |      |      |      |      |
| AP1060  | City & WT Agree to Ph.1 GMP Budget, Schedule, & Amendment Language                        | 10  | 04-Nov-19 | 15-Nov-19 |      |      |      |      |      |      |
| AP1070  | City Prepares & Issues Ph.1 Construction Amendment for WT to Execute                      | 20  | 18-Nov-19 | 17-Dec-19 |      |      |      |      |      |      |
| AP1080  | WT Executes Ph.1 Construction Amendment   | 5   | 18-Dec-19 | 26-Dec-19 |      |      |      |      |      |      |
| AP1090  | City Executes Ph.1 Construction Amendment & Issues NTP                                    | 20  | 27-Dec-19 | 24-Jan-20 |      |      |      |      |      |      |
| AP1100  | WT / Subs Execute Critical Subcontracts Ph.1  | 5   | 27-Jan-20 | 31-Jan-20 |      |      |      |      |      |      |
| AP1110  | WT / Subs Provide Critical Submittals Ph.1  | 10  | 03-Feb-20 | 14-Feb-20 |      |      |      |      |      |      |
| AP1120  | WT Submits MOT Permit Application Ph.1  | 5   | 03-Feb-20 | 07-Feb-20 |      |      |      |      |      |      |
| AP1130  | City Reviews & Approves MOT Ph.1  | 10  | 10-Feb-20 | 21-Feb-20 |      |      |      |      |      |      |
| AP1140  | Design Team & City Approve Submittals Ph.1  | 10  | 17-Feb-20 | 28-Feb-20 |      |      |      |      |      |      |
| AP1150  | Procure Critical Material Ph.1  | 10  | 02-Mar-20 | 13-Mar-20 |      |      |      |      |      |      |

Start: 13-Feb-19  
End: 30-Sep-24  
Data Date: 13-Feb-19  
Run Date: 07-Mar-19

The Whiting-Turner Contracting Co.  
CMAR Services for Various Streetscape Improvements - RFQ Response Schedule  
CPB-STREETS-RFQ      Detailed Bar Chart      1 of 2



# 3 SCHEDULE

Exhibit A- Solicitation, Construction Manager's Response Documents, List of Drawings, Specifications, and Addenda issued prior to execution of this Contract

| Activity ID               | Activity Name  | Drop Date | Start     | Finish    | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---------------------------|--|-----------|-----------|-----------|------|------|------|------|------|------|
| <b>Phase 2</b>            |  |           |           |           |      |      |      |      |      |      |
| AP2000                    | Permitting Phase 2 Drawings  | 80        | 14-Feb-20 | 05-Jun-20 |      |      |      |      |      |      |
| AP2010                    | WT Prepares & Issues Bid Packages to Subcontractors Ph.2                     | 10        | 14-Feb-20 | 27-Feb-20 |      |      |      |      |      |      |
| AP2020                    | Pricing Period Ph.2  | 30        | 28-Feb-20 | 09-Apr-20 |      |      |      |      |      |      |
| AP2030                    | WT Organizes Ph.2 On-Site Walk-thru with Subcontractors / City / Design Team | 5         | 06-Mar-20 | 12-Mar-20 |      |      |      |      |      |      |
| AP2040                    | WT Receives, Summarizes, & Evaluates Bids Ph.2                               | 10        | 10-Apr-20 | 23-Apr-20 |      |      |      |      |      |      |
| AP2050                    | WT Prepares a GMP Proposal Ph.2  | 5         | 24-Apr-20 | 30-Apr-20 |      |      |      |      |      |      |
| AP2060                    | City & WT Agree to Ph.2 GMP Budget, Schedule, & Amendment Language           | 10        | 01-May-20 | 14-May-20 |      |      |      |      |      |      |
| AP2070                    | City Prepares & Issues Ph.2 Construction Amendment for WT to Execute         | 20        | 15-May-20 | 12-Jun-20 |      |      |      |      |      |      |
| AP2080                    | WT Executes Ph.2 Construction Amendment                                      | 5         | 15-Jun-20 | 19-Jun-20 |      |      |      |      |      |      |
| AP2090                    | City Executes Ph.2 Construction Amendment & Issues NTP                       | 20        | 22-Jun-20 | 20-Jul-20 |      |      |      |      |      |      |
| AP2100                    | WT / Subs Execute Critical Subcontracts Ph.2                                 | 5         | 21-Jul-20 | 27-Jul-20 |      |      |      |      |      |      |
| AP2110                    | WT / Subs Provide Critical Submittals Ph.2                                   | 10        | 28-Jul-20 | 10-Aug-20 |      |      |      |      |      |      |
| AP2120                    | WT Submits MOT Permit Application Ph.2                                       | 5         | 28-Jul-20 | 03-Aug-20 |      |      |      |      |      |      |
| AP2130                    | City Reviews & Approves MOT Ph.2   | 10        | 04-Aug-20 | 17-Aug-20 |      |      |      |      |      |      |
| AP2140                    | Design Team & City Approve Submittals Ph.2                                   | 10        | 11-Aug-20 | 24-Aug-20 |      |      |      |      |      |      |
| AP2150                    | Procure Critical Material Ph.2   | 10        | 25-Aug-20 | 08-Sep-20 |      |      |      |      |      |      |
| <b>Community Outreach</b> |  |           |           |           |      |      |      |      |      |      |
| CO1000                    | WT Participates in Community Outreach  | 240       | 13-Feb-19 | 24-Jan-20 |      |      |      |      |      |      |
| <b>CONSTRUCTION</b>       |  |           |           |           |      |      |      |      |      |      |
| C1000                     | Dixie Hwy (Ph.1)   | 280       | 16-Mar-20 | 21-Apr-21 |      |      |      |      |      |      |
| C1100                     | SRA1A (Ph.1)   | 240       | 16-Mar-20 | 24-Feb-21 |      |      |      |      |      |      |
| C1200                     | Dr. Martin Luther King Jr. Blvd.   | 360       | 16-Mar-20 | 13-Aug-21 |      |      |      |      |      |      |
| C1300                     | NE 33rd St.  | 360       | 16-Mar-20 | 13-Aug-21 |      |      |      |      |      |      |
| C2000                     | Dixie Hwy (Ph.2)   | 500       | 09-Sep-20 | 29-Aug-22 |      |      |      |      |      |      |
| C2100                     | SR A1A (Ph.2)  | 600       | 09-Sep-20 | 23-Jan-23 |      |      |      |      |      |      |
| C3000                     | Sort Out Program Challenges & Priorities Not Known to Proposers at this Time | 425       | 24-Jan-23 | 23-Sep-24 |      |      |      |      |      |      |
| C9000                     | All G.O. Bond Projects Closed Out  | 5         | 24-Sep-24 | 30-Sep-24 |      |      |      |      |      |      |

Start: 13-Feb-19  
 End: 30-Sep-24  
 Due Date: 11-Feb-19  
 Rev Date: 07-Mar-19

The Whiting-Turner Contracting Co.  
 CMAR Services for Various Streetscape Improvements - RFQ Response Schedule  
 CPB-STREETS-RFQ      Detailed Bar Chart      2 of 3





# Project Team Form



**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFQ IN THE EBID SYSTEM.**

**PROJECT TEAM**

RFQ NUMBER P-08-19

Federal I.D.# 52-0529450

**PRIME**

| Role                  | Name of Individual Assigned to Project | Number of Years Experience | Education, Degrees  |
|-----------------------|--|----------------------------|---|
| Principal-In-Charge   | Henry Shawah                           | 30 Years                   | BS, Central Connecticut State University, 1989                              |
| Project Manager       | Frank Zaremba                          | 37 Years                   | MBA, The Johns Hopkins University, 1991<br>BS, University of Delaware, 1986 |
| Asst. Project Manager | Dee Lamb, Project Manager              | 12 Years                   | BS, Michigan State University, 2006   |
| Other Key Member      | Bo Huggins, Superintendent             | 43 Years                   | Jupiter High School, Jupiter, FL., 1980                                     |
| Other Key Member      | Dominique McNeil, Project Engineer     | 3 Years                    | BS, Florida A&M University, 2016  |
|                       | Lorenza Blyden, Project Engineer       | 4 Years                    | BS, Florida A&M University, 2015  |

**SUB-CONSULTANT** \*

| Role             | Company Name and Address of Office Handling This Project   | Name of Individual Assigned to the Project |
|------------------|--|--|
| Surveying        | *Whereas we have not included any "sub-consultants" on our team, we have identified local subcontractors/vendors as team members.  |  |
| Landscaping      | Discussion of the role of the key local businesses that we have identified as team members is included in Section 6, and a detailed list of local business participation is provided on Exhibit A in Section 11, City Forms. |  |
| Engineering      |  |  |
| Other Key Member |  |  |
| Other Key Member |  |  |
| Other Key Member |  |  |

(use attachments if necessary)



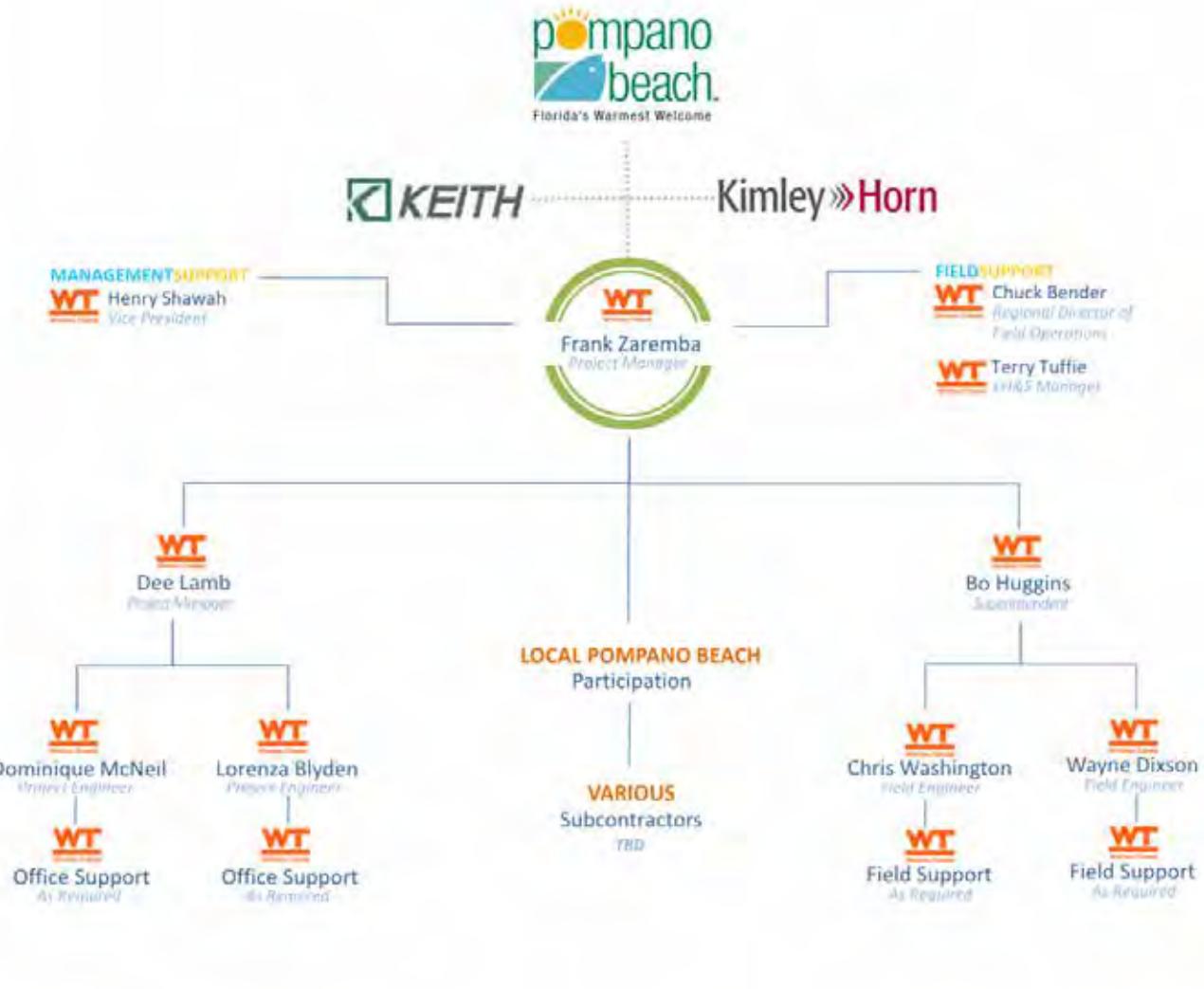
# Organizational Chart



# 5. ORG CHART

# ORGANIZATIONAL CHART

## ORGANIZATIONAL CHART



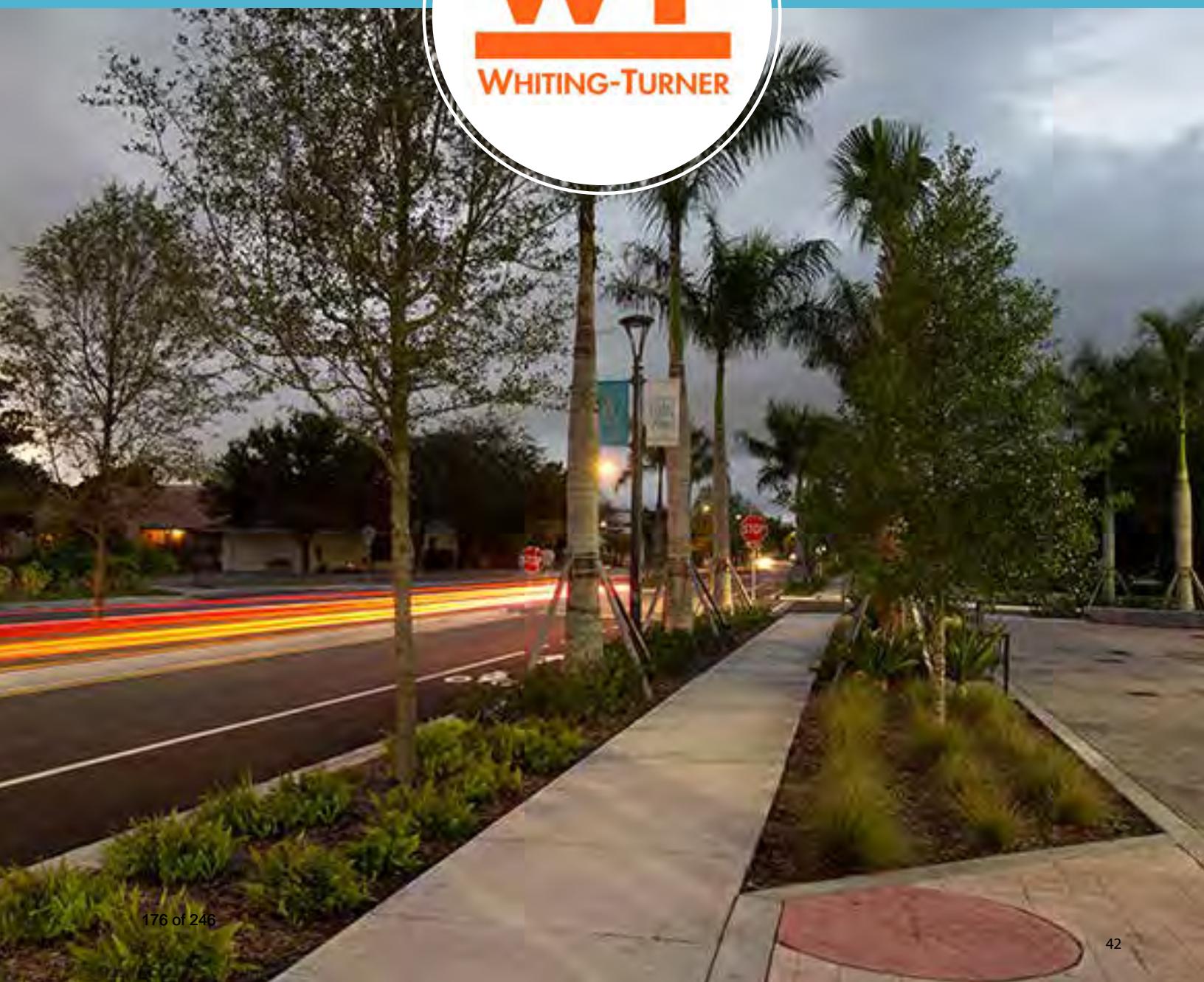
**Whiting-Turner is committed to staffing all projects to your satisfaction with our ample resources, a few of which are pictured on the right.**





**6**

# Statement of Skills and Experience of Project Team



## 06 - Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RFQI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

The greatest benefit with the Whiting-Turner team is that we offer a truly seamless approach. Many of our competitors are departmentalized, with a remote party managing preconstruction, then handing it off to field managers. The problem with this approach is that "estimators" do not hold the field-experienced knowledge to apply real value in preconstruction, nor are they accountable for the accuracy of their efforts in following the project through. **Our team – is committed to your project from inception through completion.**

Whiting-Turner brings a wealth of knowledge to the preconstruction phase, and then will apply stringent controls from lessons learned during the construction phase.



Our staff is capable of managing the entire program of streetscape and hardscape improvement projects, and we have demonstrated this capability in the past.

We will staff the project(s) to suit the needs of the City of Pompano Beach regardless of the number of G.O. Bond projects that we may be fortunate enough for you to consider utilizing our CMAR services. Whiting-Turner is committed the staff below for the duration of the Various Streetscape Improvement projects, and will supplement staff to best suit each project's need:

### Frank Zaremba, Senior Project Manager

**Frank will be your primary point of contact.** Although he will be fervently supported by the entirety of our team, he is your "go to". If there is a question or challenge, there is never a doubt of who to call for an immediate response. Frank was the senior project manager on well over a dozen high profile municipal similar projects.

- 33 years with Whiting-Turner
- City of Pompano Beach Experience:
  - Dr. Martin Luther King Jr. Boulevard Streetscape (complete)
  - Dr. Martin Luther King Jr. Boulevard Water Main (complete)
  - Pompano Beach Fishing Pier (active)
  - Old Pompano Streetscape (active)
- Comparable projects include a number of similar, local projects, including over 20 streetscape projects for the City of West Palm Beach

Please refer to Franks resume for additional comparable projects.



### Dee Lamb, Project Manager

Dee has been our lead project manager on a number of similar, local projects including the Pompano Beach Fishing Pier and he is assisting with the Old Pompano Streetscape project, which includes many similarities to this project.

- 11 years with Whiting-Turner
- City of Pompano Beach Experience:
  - Old Pompano Streetscape (active)
  - Pompano Beach Fishing Pier (active)
- Comparable projects:
  - Old Pompano Streetscape (active)
  - Pompano Beach Fishing Pier (active)

Please refer to Dee's resume for additional comparable projects.



### Bo Huggins, Superintendent/Public Safety/Private Property & Community Correspondent

Bo has been our lead superintendent on a number of similar, local projects, including Dr. Martin Luther King, Jr. Boulevard Streetscape Improvement project for the City of Pompano Beach.

- 18 years with Whiting-Turner
- City of Pompano Beach Experience:
  - Dr. Martin Luther King Jr. Boulevard Streetscape (complete)
  - Dr. Martin Luther King Jr. Boulevard Water Main (complete)
- Comparable projects
  - Dr. Martin Luther King Jr. Boulevard Streetscape (complete)
  - Dr. Martin Luther King Jr. Boulevard Water Main (complete)
- Flagler Drive & 23rd Street
- Broadmoor Neighborhood Improvements

Refer to Bo's resume for additional comparable projects.



### **Henry Shawah, Vice President**



Henry is the project executive. Henry will be involved initially assisting to finalize the contract agreement, and throughout the balance of the contract Henry will ensure that the project is staffed correctly. Henry will ensure that the proper resources, staff and experienced personnel are dedicated to your project. Henry's direct involvement throughout the project will be limited.

- 30 years with Whiting-Turner
- Henry is responsible for the South Florida offices, All work referenced in the South Florida region has ultimately fallen under his leadership.

### **Terry Tuffie, EH&S Manager**



Terry travels the state of Florida for us and shares his safety expertise with our individual project teams. Terry will consult with our team while the job specific safety plan is developed, and he will support the team as an in-house resource throughout the project.

- 3 years with Whiting-Turner
- Terry assists all project teams in Florida with developing and monitoring safety.

### **Chuck Bender, Regional Director of Field Operations**

Chuck is responsible for all of our south Florida field operations.



Chuck will review and assist with our safety, staging, and general field operations plans. Chuck will consult with our superintendent on a weekly basis and will support our field operations by ensuring that Whiting-Turner is providing our field staff with the optimal resources to construct your project.

- 20 years with Whiting-Turner
- Chuck has been responsible for supervision of all our superintendents in the South Florida region for more than one decade. All field operations performed during that period have ultimately been under his supervision



**Cutting Edge Industries** is a local landscaping and irrigation company, who emphasizes the hiring of local employees and works closely with

the CRA on hiring people that need second chances. Cutting Edge has worked with Whiting-Turner on these projects: The Town of Palm Beach Undergrounding, The Pompano Beach Fishing Pier, and the Old Pompano Streetscape and Utility Improvements project.



**D.P. Development** is a local sitework company, who has worked with Whiting-Turner on well over a dozen similar projects in the past two decades. Some of the

projects that Whiting-Turner has successfully completed with D.P. Development as a team member include: Dr. Martin Luther King Jr. Boulevard Water Main & Streetscape Improvements (City of Pompano Beach), Downtown Infrastructure Improvements (City of Coral Springs) and Northwood Utility Relocation Phase 1 project (City of West Palm Beach).

D.P.'s roadway foreman, Willie Harris, is a long time Pompano Beach Resident, living just 2 blocks North of the Dr. Martin Luther King Jr. Boulevard project.



**Florida Engineering & Testing** is a local minority and women owned business who was also a member on our team for the Dr. Martin Luther King Jr. Boulevard Water Main project and the ongoing Old Pompano Streetscape project.



**Keith** is a local woman owned business who will provide surveying services to our team for any projects that they are not involved with as the prime design team lead. Keith is also the project surveyor for Whiting-Turner's construction activity at the Pompano Beach Fishing Pier as well as the Old Pompano Streetscape project.



**Hypower Electrical & Utility Contractor** is a large local electrical contractor ranked by *Engineering News Record* as a top 12 electrical contracting company in the Southeast. Hypower operates through several divisions including an "electrical infrastructure" division. Whiting-Turner and Hypower have worked together on various smaller projects over the years, including signalization for CityPlace in West Palm Beach.

## Streets, Sidewalks and Streetscapes



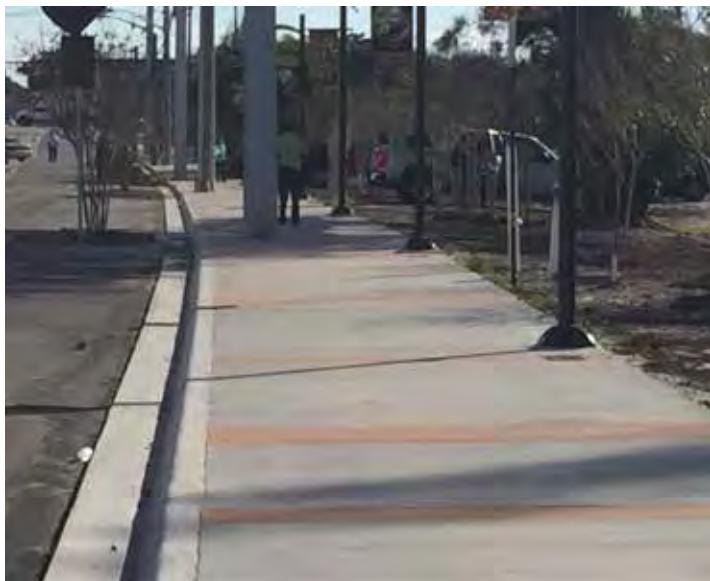
13

*The Dr. Martin Luther King Jr. Boulevard Streetscape Improvement project pictured above as part of the City's G.O. Bond presentation was successfully completed by Whiting-Turner. We would be honored to be considered as the contractor to continue this successful project westward.*

Ranked as the 9th largest CMAR contractor nationally, with over \$2 billion dollars of CMAR projects completed this past year, Whiting-Turner is well versed in working as the CMAR with municipalities.

Because the history of Whiting-Turner working together with the City of Pompano Beach and other local municipalities on similar projects extends almost two decades, we have included a number of relevant projects beyond the requested 5 years.

Whiting-Turner has realized success on relevant local projects both in a CMAR environment, as well as in a competitive bid situation, and as such, we have included some relevant projects completed as the low bidder as well.



*Dr. Martin Luther King, Jr. Blvd. Streetscape Project  
(for the Northwest CRA)  
Pompano Beach, FL*



*don't take our word for it, ask our customers:*

*"Whiting-Turner has successfully completed numerous City of West Palm Beach projects over the past ten years. Whiting-Turner has proven to be exceptionally helpful and conscientious in satisfying the requirements of our Small Business and Minority Business Programs, and I would be glad to highly recommend Whiting-Turner to anyone looking to build a quality project."*

**JONATHAN W. BRAMLEY, P.E.**  
FORMERLY DIRECTOR-ENGINEERING SERVICES  
THE CITY OF WEST PALM BEACH

*"Whiting-Turner was excellent on this project as with most dealings I've had with them...They did well with the schedule and were right on the completion date."*

**MR. TIM MONATH, CM,**  
CITY OF BALTIMORE DEPARTMENT OF PUBLIC WORKS,  
410-396-3678

*"The Whiting-Turner Firm has been consistent in delivering the City of West Palm Beach a quality product, on time and within budget, with a willingness to meet and resolve challenges. Please accept my thanks and appreciation on behalf of the Mayor, the City Commission and the residents of West Palm Beach."*

**ED MITCHELL, FORMERLY CITY ADMINISTRATOR**  
THE CITY OF WEST PALM BEACH

*"Whiting Turner's overall performance on the project was successful; the M/WBE aspect was exemplary. The company completed the project having awarded over thirty percent of the work to M/WBE-exceeding the goal by more than twenty percent."*

**JANEIRO R. COULTER, FORMERLY M/WBE DIVISION MANAGER**  
THE CITY OF WEST PALM BEACH



*Rosemary Avenue utility relocations underway, while simultaneously constructing the vertical elements of CityPlace.*

## DR. MARTIN LUTHER KING JR. BOULEVARD WATER MAIN & STREETSCAPE IMPROVEMENT PROJECTS

**Project Location**  
Pompano Beach, Florida

**Owner**  
Pompano Beach CRA  
Mr. Horacio Danovich  
(954) 786-7834  
Horacio.danovich@copbfl.com

**Architect/Engineer**  
Keith & Associates  
Ms. Tracy Scheppske (*formerly with Keith currently with WGI*)  
Mobile Phone: (561) 562-9418

**Value**  
Approximately \$4M (Combined)

**Current Phase of Development**  
Watermain: Complete  
Streetscape: Complete

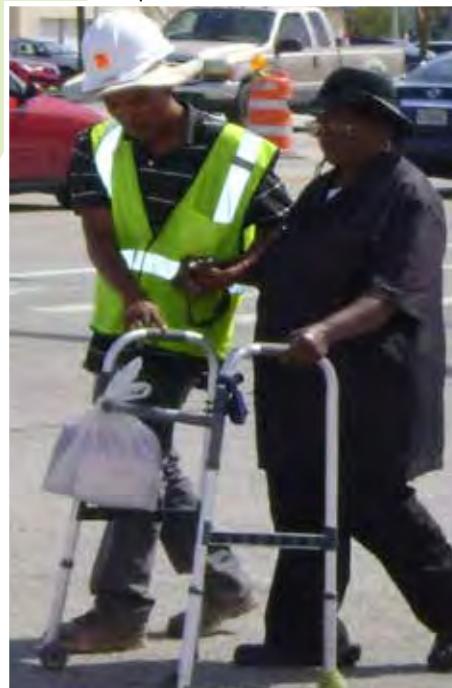
**Start Date**  
April 2013

**Completion Date**  
Water Main: June 2013  
Streetscape: February 2015

**Delivery Method**  
Construction Manager at Risk

**Schedule / Budget**  
On Time / Within Budget

**Liquidated Damages**  
None



### Project Description

We have combined the two separate contracts onto this one project sheet. The combined scope of work included increasing the size of a dated watermain from 8" to 12" along 1,600 LF of roadway. Community coordination, maintenance of traffic, sanitary sewer lateral replacement and asphalt/hardscape repairs.

**The photograph on the upper left of this page, showing one of our subcontractors' employees assisting a lady to cross the street near our construction, depicts the care and understanding that our team has in our responsibility to the community.**

### Project Staff

- Frank Zaremba, Sr. Project Manager
- Bo Huggins, Superintendent
- Matt Moo Young, Project Manager
- Lorenza Blyden, Project Engineer

# CORAL SPRINGS DOWNTOWN INFRASTRUCTURE IMPROVEMENTS

## Project Location

Coral Springs, Florida

## Owner

The City of Coral Springs CRA

9551 West Sample Road

Coral Springs, FL 33065

Mr. Rich Michaud,

Director of Public Works

Phone: 954-344-1165

Email: rmichaud@coralsprings.org

## Architect/Engineer

Chen-Moore & Associates

500 W. Cypress Creek Road, Ste 630

Fort Lauderdale, FL 33309

Mr. Derrek Smith

Mobile Phone: (954) 548-0172

Email: dsmith@chenmoore.com

## Total Cost

Original: \$4,065,083

Final: \$4,211,725\*

\*Owner requested change orders

## Current Phase of Development

Complete

## Start Date

July 2014

## Completion Date

September 2015

## Delivery Method

Construction Management at Risk

## Schedule Compliance

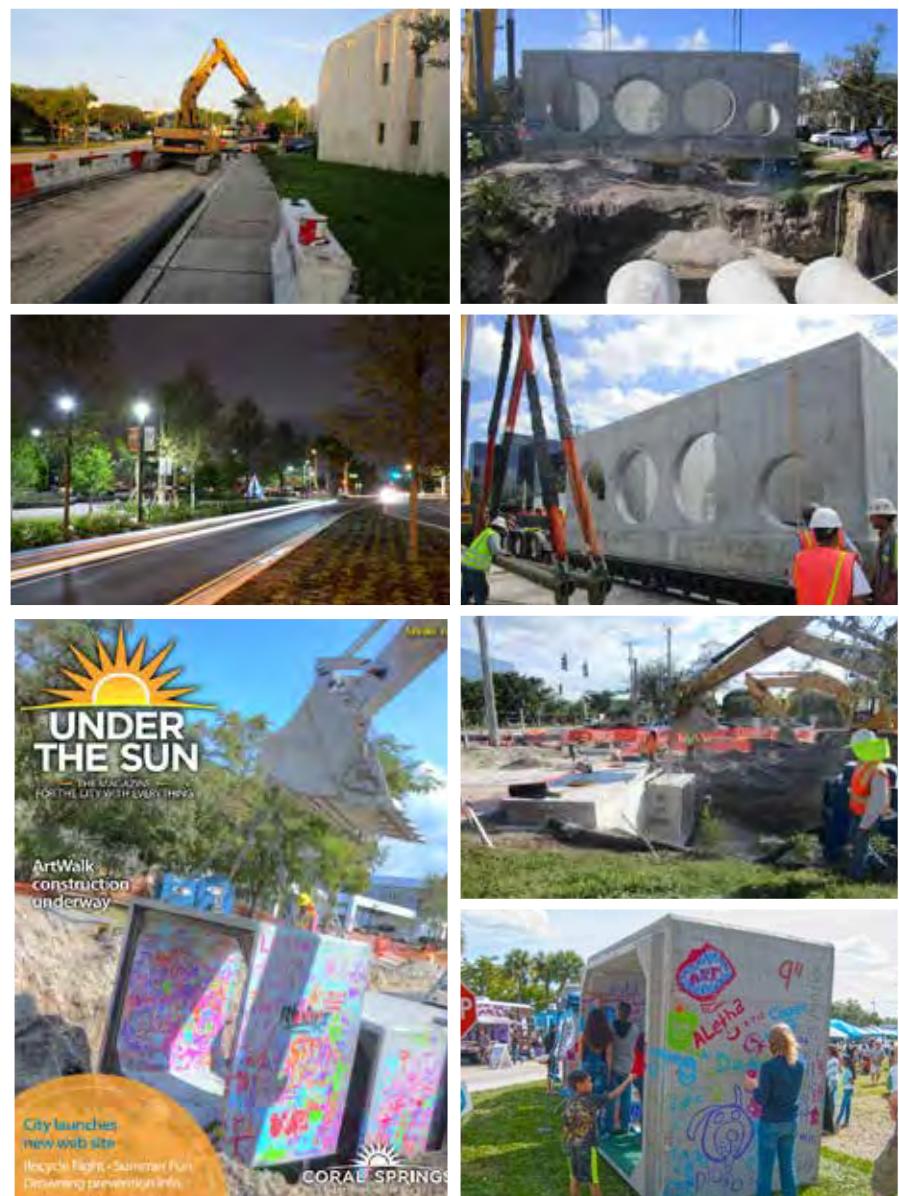
On Schedule

## Budget Compliance

Within Budget

## Liquidated Damages

None



## Project Description

Streetscape improvements on NW 31st Court between Coral Hills Drive and University Drive. Scope included demolition of existing roadway and medians, and replacing with new drainage/ watermain installation, facilities, curbs, sidewalks, lighting, landscaping, irrigation and decorative concrete hardscape and site furnishings.

## Project Staff

- Frank Zaremba, Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent
- Lorenza Blyden, Project Engineer

## **NORTHWOOD RAIL CONNECTION UTILITY RELOCATION - PHASE 1**

### **Location**

West Palm Beach, FL

### **Cost**

\$2,560,377

### **Owner**

City of West Palm Beach

Ms. Laura Le

Senior Project Engineer

Phone: (561) 494-1093

Email: lle@wpb.org

Engineering Department

401 Clematis Street, 5<sup>th</sup> Floor

West Palm Beach, FL 33401

### **Engineer**

Kimley-Horn & Associates, Inc.

### **Engineering Consultant to DOT**

Target Engineering Group

Mr. Mark Riordan,

Project Administrator

District 4 - Construction

Florida Department of Transportation

(772) 332-9022

mark.riordan@dot.state.fl.com

### **Delivery Method**

Construction Management at-Risk

### **Start Date**

May 2015

### **Completion Date**

June 2016

### **Schedule**

13 Month Schedule, completed on time

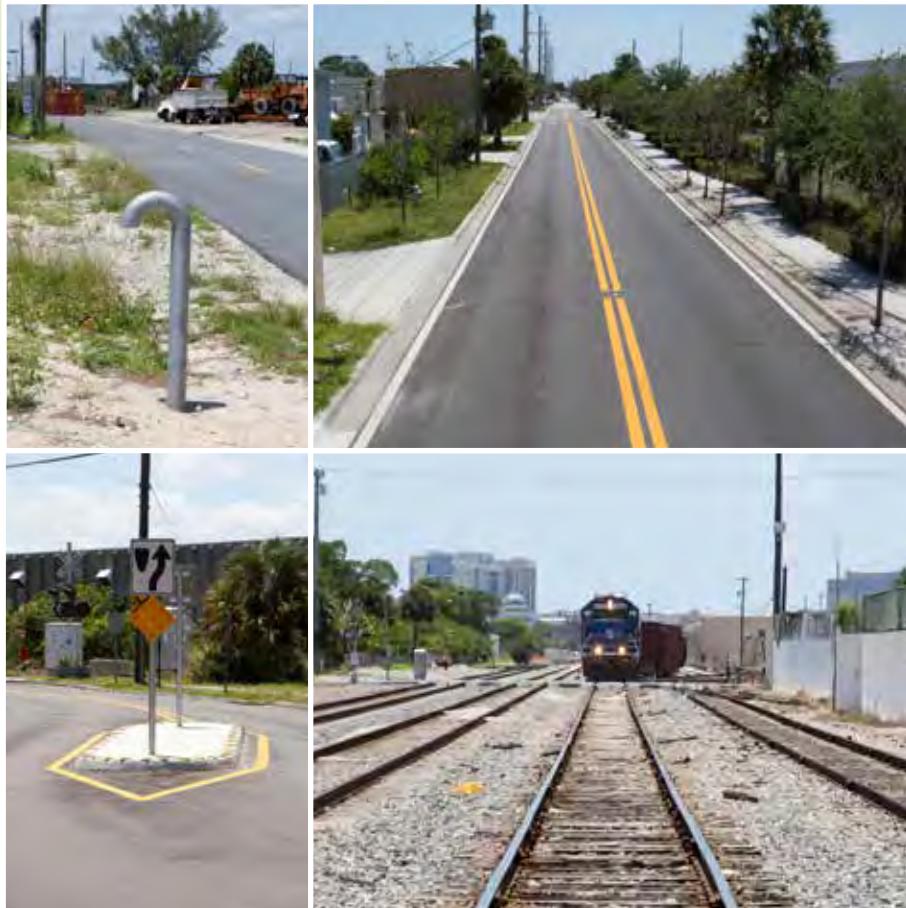
### **Budget**

Completed under budget

Original Cost: \$2,800,000

Final Cost: \$2,560,377\*

\*Cost savings returned to owner



### **Description**

CMAR Northwood Rail Connection Utility Relocation (water distribution, sanitary sewer collection, and stormwater systems) improvements/relocation within an existing railroad track corridor in anticipation of the track construction by the Florida Department of Transportation (FDOT).

## **Project Staff**

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent
- Lorenza Blyden, Project Engineer

## NORTHWOOD RAIL CONNECTION UTILITY RELOCATION PHASE 1 (CONTINUED)



Welding Pipe Casing

Jack & Bore Pit - Safely Secured



Pipe Spacers in Place for Casing Installation

Lorenza Jobsite Inspection



Jack & Bore Completed

Final Inspection Report

Final Maintenance Permit Inspection Report

Date: July 5, 2016  
Category: Utility  
Permit No.: 104030006602429  
County: Palm Beach Sector: 5329 State Road: CR4  
Inspection Date: 6/04/16  
Applicant: City of West Palm Beach  
Description of work: Northwest corridor improvements  
Location: Northwest corridor  
Remarks: Compliant to FDOT standards and requirements  
WORK IS ACCEPTED SUBJECT TO THE CONDITIONS OF THIS PERMIT

*Dave Moore*  
Inspector  
Lorenza

## NORTHWOOD RAIL CONNECTION UTILITY RELOCATION PHASE 1 (CONTINUED)

FPL holding power pole as sanitary sewer pipe is replaced.



Even though crossings have been abandoned, SFRTA must be contacted prior to disturbance as some signal wires may still be active.

Flaggers with proper training and credentials.



Coordinating existing handicap ramp modifications with City staff

Supporting existing operating manufacturing building with helical piers for sanitary sewer pipe replacement



# **NORTH FLAGLER DRIVE FORCE MAIN AND 23RD STREET & CURRIE PARK FORCE MAIN IMPROVEMENTS**

## **Project Location**

City of West Palm Beach, Florida

## **Owner**

Town of Palm Beach  
Mr. Chuck Langley  
(formerly with Town of Palm Beach)  
951 Old Okeechobee Road  
West Palm Beach, FL 33401  
P: (561) 307-1920



## **Engineer**

Kimley-Horn & Associates, Inc.  
Kevin Schanen, P.E.  
(561) 840-0820  
1920 Wekiva Way, Ste 200  
West Palm Beach, FL 33411



## **Total Cost**

Original: \$5,488,466  
Final: \$5,025,333\*

\*Balance of funds returned to the  
Town \$463,133

## **Start Date**

November 2014

## **Project Description**

Construction of a new Town of Palm Beach 24 inch PVC force main along North Flagler Drive for a distance of approximately 1 mile, and removal and replacement of sections of excessively deteriorated 30 inch CI/DIP Force Main in neighborhoods along 23rd Street in West Palm Beach, FL.

One unique aspect of this project was that it was a Town of Palm Beach Utility Project that took place entirely in the City of West Palm Beach, thus requiring coordination with not only the Town of Palm Beach, but also with the City of West Palm Beach Utilities/ Traffic Engineering/Engineering Inspections/ the Mayor's Response Team, and other City of West Palm Beach Departments.

Whiting-Turner also regularly coordinated with Good Samaritan Medical Center, near-by condominiums, businesses, various neighborhood associations in both the east and northwest sections of the city, and the Florida Department of Transportation (FDOT) for work performed on Dixie Highway.

## **Completion Date**

November 2015

## **Delivery Method**

Construction Management at Risk

## **Schedule Compliance**

On Schedule

## **Budget Compliance**

Within budget

## **Liquidated Damages**

None

## **Proposed Team Members**

- Frank Zaremba, Sr. Project Manager
- Bo Huggins, Superintendent

## **Key Similarities:**

- Difficult Utility Work including Residential Areas
- Storm Water System Modifications
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic
- Included Design Team Members
- Included Proposed Whiting-Turner Team Members

## NORTHWOOD RAIL CONNECTION UTILITY RELOCATION - PHASE 2

### Location

West Palm Beach, FL

### Cost

\$3,951,365

### Owner

City of West Palm Beach  
Ms. Laura Le  
Senior Project Engineer  
Phone: (561) 494-1093  
Email: lle@wpb.org  
Engineering Department  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401

### Engineer

Kimley-Horn & Associates, Inc.  
Ms. Fanny Howard  
561-840-0246

### Engineering of Record

CH2M (now Jacobs Engineering)  
Mr. Tony Malone  
Email: Tony.Malone1@jacobs.com

### Delivery Method

Construction Management at-Risk

### Start Date

January 2018

### Completion Date

Roadway Complete August 2018  
Pump Station Scheduled for February  
2019

### Schedule

Roadway: 8 Month Schedule, Completed  
on Time

### Budget

Currently within budget

Original Cost: 3,951,365\*

\*Cost savings anticipated and will be  
returned to Owner on project completion



### Description

CMAR project to lower existing City of West Palm Beach water, sanitary sewer, and storm sewer utilities, so that a railroad spur (by others) can be constructed to join two existing railroad tracks in the near future. In addition to lowering the utilities, the city is taking this opportunity to replace utilities throughout the affected roads, and then rebuild the roads because the existing roads and utilities are about 50 years old. The scope of work also includes construction of a new sanitary sewer lift station, which was necessitated by the lowering of the gravity sewer. This project is very similar to phase 1, which we completed about 2 years ago.

**The photograph on the upper left of this page, showing a Whiting-Turner Superintendent assisting a local resident to cross the street near our construction, this depicts the care and understanding that our team has in our responsibility to the community.**

## Project Staff

- Henry Shawah, Vice President
- Frank Zaremba, Sr. Project Manager
- Terry Tuffie, EH&S Manager
- Chuck Bender, Regional Director of Field Operations

## **NORTH LAKE WAY & LAURIAN LANE INFRASTRUCTURE**

### **Project Location**

Town of Palm Beach, Florida

### **Owner**

Town of Palm Beach  
Mr. Michael Roach  
Project Engineer  
(561) 838-5440  
mroach@townofpalmbeach.com



### **Engineer**

Kimley-Horn & Associates, Inc.  
Kevin Schanen, P.E.  
(561) 840-0820  
1920 Wekiva Way, Ste 200  
West Palm Beach, FL 33411



### **Value**

\$776,000

### **Current Phase of Development**

Complete



### **Start Date**

July 2011

### **Completion Date**

December 2011

### **Delivery Method**

General Contract

### **Schedule/Budget**

In Time / On Budget

### **Liquidated Damages**

None

## **Project Description**

Roadway and utility improvements in a residential neighborhood. Utility work includes potable water, sanitary sewer, and storm sewer improvements.

## **Project Staff**

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

## **Project Challenge**

Very tight roadways, no staging area, and high expectations of the residents.

TOWN OF PALM BEACH

## EVERGLADES CLUB EMERGENCY WATER MAIN REPAIRS

### Project Location

Town of Palm Beach, Florida

### Owner

City of West Palm Beach  
Ms. Laura Le, P.E.  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401  
P: 561-289-8414  
E: lle@wpb.org



### Architect/Engineer

City of West Palm Beach  
Ms. Laura Le, P.E.  
401 Clematis Street, 4<sup>th</sup> Floor  
West Palm Beach, FL 33401  
P: 561-289-8414  
E: lle@wpb.org



### Total Cost

Original: \$149,951  
Final: \$149,951

### Current Phase of Development

Complete

### Start Date

November 2011

### Completion Date

January 2012

### Delivery Method

General Contract

### Schedule Compliance

Completed on time

### Budget Compliance

Within Budget

### Liquidated Damages

None

### Proposed Team Members

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

### Key Similarities:

- Water Mains/ Coordination with West Palm Beach
- Landscaping – Sod Matching that of the Everglades Club
- Work in Private Property
- Included Proposed Whiting-Turner Team Members

### Project Description

In the Town of Palm Beach, a water main break occurred at the connection of a dated 16" CIP watermain to a 20" watermain. The City of West Palm Beach awarded Whiting-Turner the repair work under the terms of an existing annual contract.

There were no valves to isolate the pipe from the main Town of Palm Beach water supply; this scope included exploratory excavation to better determine the necessary repairs, dewatering, installation of line stops to isolate the repair, replacement of about 30' of watermain and associated fittings, as well as restoration of the surrounding country club area.

## WINDSOR AVENUE

### Project Location

West Palm Beach, Florida

### Owner

City of West Palm Beach / CRA  
Ms. Dorritt Miller  
Deputy City Administrator  
(561) 659-8024  
dmiller@wpb.org

### Engineer

Civil Design, Inc.  
Ms. Melanie Straub, P.E.  
(formerly with Civil Design,  
currently with Florida  
Department of Transportation)  
(561) 370-1125  
mstraub@bellsouth.net

### Value

\$1,148,952

### Current Phase of Development

Complete

### Start Date

July 2008

### Completion Date

March 2010

### Delivery Method

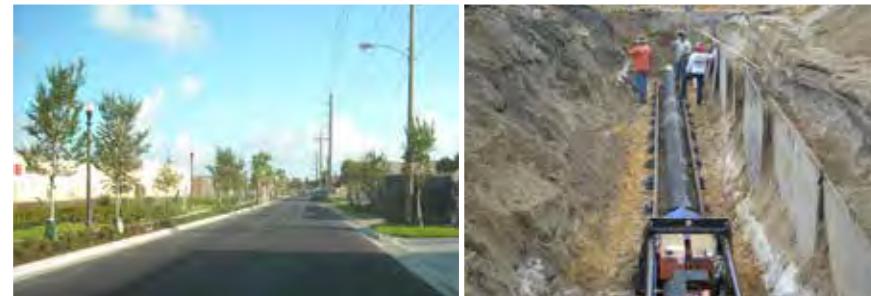
General Contract

### Schedule / Budget

In Time / On  
Budget

### Liquidated Damages

None



### Project Description

Labor, materials and equipment to reconstruct roadway, install curb, sidewalks, drainage system, water system, sewer system, signage, striping, landscaping, irrigation and street lighting along Windsor Avenue in West Palm Beach, Florida.

### Note:

This is the roadway that extends along the west side of the Northwood Rail Utility Relocation project.

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

WEST PALM BEACH

## FPL EVERNIA SUBSTATION FEED

### Project Location

West Palm Beach, Florida

### Owner

City of West Palm Beach  
Ms. Dorritt Miller  
Deputy City Administrator  
(561) 659-8024  
dmiller@wpb.org



### Engineer

Mock-Roos & Associates  
Mr. Garry Gruber, P.E.  
Vice President  
Phone: (561) 683-3113

### Value

\$1,400,000

### Current Phase of Development

Complete

### Start Date

October 2011

### Completion Date

January 2013

### Delivery Method

General Contract

### Schedule/Budget

In Time / On Budget

### Liquidated Damages

None



## Project Description

Labor, equipment and material necessary to construct a Florida Power & Light (FPL) ductbank, a WTP electrical ductbank, a 30" & 8" DIP system for process water.

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

WEST PALM BEACH

# CROTON WAY IMPROVEMENTS PHASE I (WATER & SEWER)

## Location

West Palm Beach, FL

## Cost

\$228,408

## Owner

City of West Palm Beach  
Engineering Department  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401

## Owner Reference Contact

Ms. Laura Le, P.E.  
Senior Project Engineer  
Phone: 561-494-1093  
Email: lle@wpb.org

## Engineer

City in-house design

## Delivery Method

General Contract (Low Bidder)

## Start Date

August 2011

## Completion Date

January 2012

## Schedule

Completed on time

## Budget

Completed within budget:  
Original Cost: \$198,489  
Final Cost: \$228,408



## Description

Furnish and install both water and sewer in the 300 block of Croton Way. The scope of work also included narrowing and reconstruction of the roadway, replacement of curbs, sidewalk, driveways and landscaping, and restoration to all disturbed areas, as well as community outreach.

## Key Similarities:

- Gas Company Coordination (FPU)
- Water Mains/ Coordination with West Palm Beach
- Paving & Grading
- Landscaping
- Resident & Business Outreach
- Maintenance of Traffic

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

## HIBISCUS STREET 12" WATERMAIN INSTALLATION

### Location

West Palm Beach, FL

### Cost

\$177,474

### Owner

City of West Palm Beach  
Engineering Department  
401 Clematis Street  
West Palm Beach, FL 33401

### Owner Reference Contact

Ms. Laura Le, P.E.  
Senior Project Engineer  
Phone: 561-494-1093  
Email: lle@wpb.org

### Delivery Method

General Contract (Low Bidder)

### Start Date

March 2011

### Completion Date

September 2011

### Schedule

Completed on time

### Budget

Original Cost: \$177,936

Final Cost: \$177,474\*

\*Cost savings returned to owner



### Description

Removal or grouting of the existing 10" water main and replacement with a new 12" DIP water main. The scope of work included maintenance of traffic, restoration and community outreach.

### Key Similarities:

- Water Mains/ Coordination with West Palm Beach
- Paving & Grading
- Resident & Business Outreach
- Maintenance of Traffic

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

## **WATER TREATMENT PLANT ACCESS DRIVEWAY**

### **Location**

West Palm Beach, Florida

### **Owner**

City of West Palm Beach  
Ms. Dorritt Miller  
Deputy City Administrator  
(561) 659-8024  
dmiller@wpb.org

### **Engineer**

Mock Roos & Associates  
Mr. Garry Gruber  
Vice President  
(561) 683-3113 x293  
garry.gruber@mockroos.com

### **Value**

\$1,700,000

### **Current Phase of Development**

Complete

### **Start Date**

January 2011

### **Completion Date**

November 2011

### **Delivery Method**

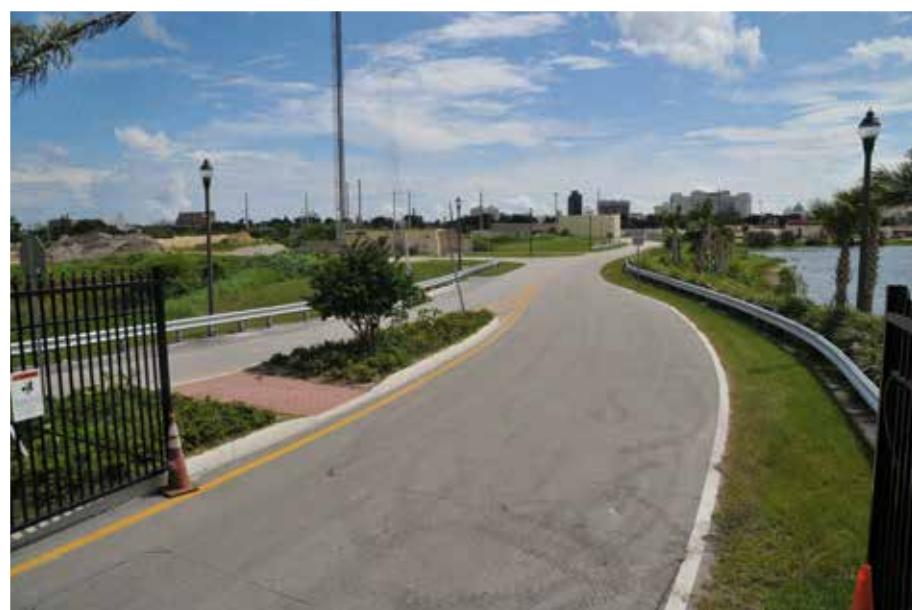
General Contract

### **Schedule/Budget**

In Time / On Budget

### **Liquidated Damages**

None



### **Project Description**

Construction of deceleration and acceleration lanes at water treatment plant entry. Work also included a security gate, fiber optic cabling, 1,200 LF of paved roadway, parking areas, landscaping, irrigation, and lighting.

### **Project Staff**

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

WEST PALM BEACH

## BROADMOOR NEIGHBORHOOD IMPROVEMENTS

### Project Location

West Palm Beach, Florida

### Owner

City of West Palm Beach  
Ms. Dorritt Miller  
Deputy City Administrator  
(561) 659-8024  
dmiller@wpb.org

### Value

Original: \$12,761,631  
Final: \$9,892,438\*

\*Owner purchased materials directly for tax savings.

### Current Phase of Development

Complete

### Start Date

February 2009

### Completion Date

December 2010

### Delivery Method

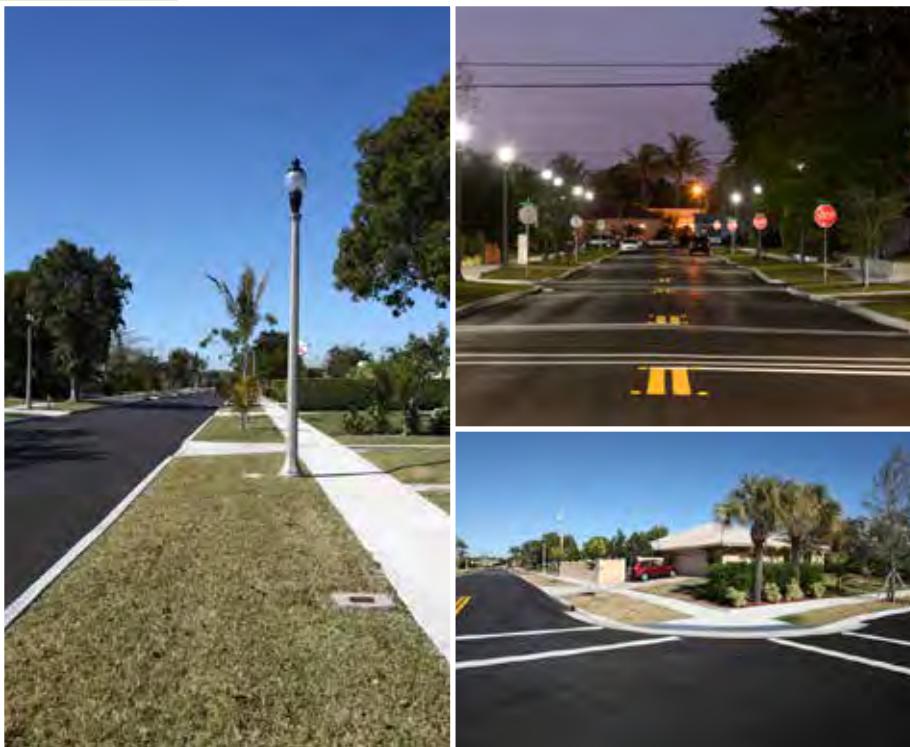
General Contract

### Schedule/Budget

Completed Early / Under Budget  
Allowances returned to Owner as cost savings

### Liquidated Damages

None



## Project Description

Complete neighborhood infrastructure and roadway replacement project. Scope of work included thirteen roadways with associated utilities for approximately 300 residential properties. Work included community coordination, maintenance of traffic, and maintenance of residential access to the residences, curbs, sidewalks, driveways, storm sewer systems, water main systems, sanitary sewer systems, landscaping, and street lighting.

Unlike most neighborhood improvements, these roadways were made narrower by reducing the average paved roadway width from 50 ft. to 28 ft. in order to create an attractive green space, and additionally, the roadways were lowered by an average 1.5 LF for surface water drainage considerations.

This significant regrading of roadways presented a challenge in providing safe access for the residents in and out of their homes. The City was helpful in providing immediate subgrade inspections, so that roadways could be demolished, graded and rocked, often in the same day. This was helpful both in our safety efforts, and in ensuring the public's delight.

**Note:** Project included abandoning rear alley way water services to approximately 50 homes, and refeeding those residents from new water mains in front of the homes.

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

## CARVER CANAL DRAINAGE IMPROVEMENTS

### Location

West Palm Beach, Florida

### Owner

City of West Palm Beach  
Ms. Dorritt Miller  
Deputy City Administrator  
(561) 659-8024  
dmiller@wpb.org

### Engineer

Arcadis  
Mr. Hank Deibel  
Engineer of Record  
(561) 697-7075  
hank.deibel@arcadisus.com

### Value

\$1,448,127

### Current Phase of Development

Complete

### Start Date

May 2007

### Completion Date

September 2007

### Delivery Method

General Contract

### Schedule/Budget

In Time / On Budget



### Project Description

In order to increase the flow of stormwater through a canal to prevent future flooding, a 48" steel pipe was jack and bored below two roads and open cut installation was used on one road, for a total of three street crossings. Project included one crossing of heavily trafficked Palm Beach Lakes Boulevard, as well as two crossings in a downtown urban neighborhood. Also included in the scope of work were sidewalks, asphalt paving, guard rail and landscaping.

### Project Staff

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager
- Bo Huggins, Superintendent

### Relevant Challenges

After award and mobilization, it was revealed that the adjacent gas station was a known contaminated site. Whiting-Turner resolved the issue with no notable cost or schedule impact.

## ROSEMARY AVENUE IMPROVEMENTS

### Location

West Palm Beach, Florida

### Owner

City of West Palm Beach  
Ms. Dorritt Miller  
Deputy City Administrator  
(561) 659-8024  
dmiller@wpb.org

### Architect

LBFH, Inc.  
Ms. Melanie Straub, P.E.  
(formerly with LBFH,  
currently with Florida  
Department of Transportation)  
(561) 370-1125  
mstraub@bellsouth.net

### Value

Original: \$3,644,416

Final: \$3,554,041\*

\*Cost savings returned to owner

### Current Phase of Development

Complete

### Start Date

December 2005

### Completion Date

October 2006

### Delivery Method

General Contract

### Schedule/Budget

In Time / On Budget

### Liquidated Damages

None



### Project Description

Underground utilities (storm water, water main, sanitary sewer), roadwork, sitework and flatwork, traffic calming, street lighting, landscaping and irrigation from 2<sup>nd</sup> Street to 7<sup>th</sup> Street and West Railroad Avenue, including side streets, curbing and sidewalks.

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Matt Moo Young, Project Manager

## STORM SEWER IMPROVEMENTS

### Project Location

West Palm Beach, Florida

### Owner

City of West Palm Beach  
Ms. Dorritt Miller  
Deputy City Administrator  
(561) 659-8024  
dmiller@wpb.org

### Engineer

**Mathews Consulting, Inc.**

Mr. David Mathews, PE  
(formerly with Mathews  
Consulting, currently with Baxter  
& Woodman)  
(561) 655-6175  
dmathews@baxterwoodman.com

### Keshavarz & Associates

Maziar Keshavarz, P.E.  
(561) 689-8600

### Arcadis

Karen Brandon  
(formerly with LBFH)  
561-684-3375

### Value

\$8,400,000

### Current Phase of Development

Complete

### Start Date

June 2002

### Completion Date

June 2003

### Delivery Method

CMAR

### Schedule/Budget

In Time / Under Budget  
Savings utilized by Owner to  
improve additional roadways

### Liquidated Damages

None

### Project Staff

- Frank Zaremba, Sr. Project Manager



### Project Description

Replacement of existing utilities, asphalt, curb, walkways and landscape throughout the City of West of Palm Beach on approximately ten streets located in around the El Cid neighborhood.

### Project Challenge

This project pulled together three separate roadway projects that were in the early stages of design by three separate Civil Engineering firms and consolidated the projects under the management umbrella of Whiting-Turner.

## FLAGLER DRIVE SEWER IMPROVEMENTS

### Project Location

West Palm Beach, Florida

### Owner

City of West Palm Beach

Ms. Dorritt Miller

Deputy City Administrator

(561) 659-8024

dmiller@wpb.org



### Engineer

Mathews Consulting, Inc.

Mr. David Mathews, PE

(formerly with Mathews Consulting, currently with Baxter & Woodman)

(561) 655-6175

dmathews@baxterwoodman.com

### Value

Original: \$5,650,000

Final: \$3,623,844\*

\*Cost savings returned to owner

### Current Phase of Development

Complete

### Start Date

January 2002

### Completion Date

August 2002

### Delivery Method

Construction Management at Risk

### Schedule/Budget

In Time / Under Budget

Cost Savings returned to Owner

### Liquidated Damages

None

### Project Description

Rehabilitation of three lift stations including pump replacement at two of the lift stations, 11,000 LF of 12" to 18" directionally drilled pipe, 6,000 LF of 16" open cut, ductile iron sanitary sewer pipe, and 1,400 LF of 12" to 18" DIP sanitary sewer improved through pipe bursting.

The original contract value for this project was established at \$5,650,000 with a completion date of September 30, 2002. With the proactive management approach applied by our team, we were able to complete the project under budget at only \$3,623,844 (cost savings returned to the City) and one month ahead of schedule.

### Project Staff

- Frank Zaremba, Sr. Project Manager
- Joel Roehl, Project Manager

### Project Challenge

- Work mandated by consent order

### Value Engineering

- Proposing an alternate to perform some installation as open cut resulted in notable cost savings
- Breaking the bid packages into several smaller packages allowed local, more competitively priced HDD contractors to participate, resulting in significant cost savings

## RENAISSANCE PROJECT PHASE II

### Project Location

West Palm Beach, Florida

### Owner

CityPlace Partners/Palladium  
Mr. Bernard Barton  
Sr. Vice President  
(Formerly with CityPlace Partners/  
Palladium)  
(203) 219-0434



### Engineer

Mock-Roos & Associates  
Mr. Garry Gruber, P.E.  
Vice President  
(561) 683-3113



Mock-Roos & Associates  
Mr. Jeff Hiscock  
(formerly with Mock-Roos,  
currently with Mathews Consulting  
Inc./Baxter & Woodman)  
561-655-6175

### Value

\$9,100,000

### Current Phase of Development

Complete

### Completion Date

September 2002

### Delivery Method

Construction Management at Risk

### Schedule/Budget

In Time / On Budget

Cost Savings returned to Owner

### Liquidated Damages

None

## Project Description

250 CFS pump station, 200 LF of 84-inch jack and bore beneath a railroad track and major roadway, chemical treatment systems and a five-acre wetland cell. Diverts city stormwater previously directed to a local estuary into Clear Lake, the source for the city's drinking water. This project was a two phase project, with Whiting-Turner awarded both phases under two separate CMAR contracts.

Scope of work included:

- Rosemary Ave., (south) extension to the Convention Center.
- Neighborhood improvements and roadway for residential area behind Convention Center.

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Joel Roehl, Project Manager
- Joe Andolina, Superintendent

## Note:

The scope included an 84" Jack & Bore below the SFRC track from the direction of the City's Stub Canal.

## CITYPLACE

### Project Location

West Palm Beach, Florida

### Owner

CityPlace Partners/Palladium  
Mr. Bernard Barton  
Sr. Vice President  
(formerly with CityPlace Partners/  
Palladium)  
(203) 219-0434

### Civil Engineer

Craven Thompson  
Mr. Pat Gibney, P.E.  
954-651-5944

### Value

\$113,000,000

### Current Phase of Development

Complete

### Start Date

February 1999

### Completion Date

October 2000

### Delivery Method

CMAR

### Schedule/Budget

In Time / Under Budget  
Shared Cost Savings returned  
to Owner

### Liquidated Damages

None



Before



After (20 Months)

## Project Description

An urban renewal project, mixed-use development spanning six city blocks with 625,000 SF of retail/entertainment, 120,000 SF of residential units, four parking decks, and extensive hardscape, fountains, undergrounding of FPL and Bell South overhead services, water, sewer, storm utilities and sitework.

## Project Staff

- Frank Zaremba, Sr. Project Manager
- Dave Johnston, Project Manager
- Frank Pinello, Project Manager
- Joe Andolina, Superintendent
- Joel Roehl, Project Manager
- Mike Avni, Project Manager
- Lydia Bowen, Project Engineer
- Rick Bowen, as subcontractor

## Project Challenge

This 20 month project included many challenges, among them were two (2) Jack & Bores below the FEC railway, work on Okeechobee Blvd., and community coordination.



# Resumes of Key Personnel



# FRANK ZAREMBA

## SR. PROJECT MANAGER

### KEY QUALIFICATIONS

- Key Point of Contact
- 37 years in the construction industry, 33 years with Whiting-Turner
- Over \$200 million of municipal projects including utilities, infrastructure, sitework, parks, and high-profile urban renewal projects
- Experience working with both design teams, Keith and Kimley-Horn & Associates
- Proven track record within the local construction environment
- OSHA 30-Hour, CPR & First Aid Certified
- Member: Greater Pompano Beach Chamber of Commerce

### RELEVANT PROJECT HISTORY

#### City of Pompano Beach CRA

Dr. Martin Luther King, Jr. Boulevard Watermain & Streetscape Improvements: (CM at Risk) Scope of work includes community outreach with businesses and residences, maintenance of traffic on county and DOT roads, 1400 LF of 12" Watermain, storm drainage, replacement of existing roadway and regrading, dividing island, sidewalks, curb & gutter, landscaping, irrigation and pedestrian lighting. Also includes coordination with FPL, Comcast, and AT&T to relocate all overhead services from old timber poles to new concrete poles in preferred locations. Pompano Beach, FL \$3.85 Million



#### City of Pompano Beach (active project)

**Old Pompano Streetscape Improvements:** Pedestrian and public improvements along 6 different Pompano Beach streets and ROW and City/CRA owned property. Hardscape and landscape beautification that includes; special pavement materials and patterns, trees (including relocation of any existing trees), shrubs and groundcovers, pedestrian lighting and site furnishings, on-street parking, cost estimating and value engineering, paving/ resurfacing - roadway alignment, curbs and paving borders, and irrigation installation. Pompano Beach, FL \$5.7 Million

#### City of Pompano Beach (active project)

Pompano Beach Fishing Pier: (CM at Risk) services include pre-construction analysis for the Pompano Beach Fishing Pier including structural replacement of an existing +/- 1000 LF fishing pier using the "Top Down Approach", addition of pedestrian lighting, educational placards and signage, shade structures, conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution, installation of new drainage, replacement of water and sewer distribution lines, and streetscape improvements, including lighting, sidewalks, pavement and landscaping, and other improvements outlined in the final construction plans. Pompano Beach, FL \$11.5 Million

#### City of Coral Springs CRA

Downtown Infrastructure Improvements: (CM at Risk) Preconstruction Services included evaluation of the construction of eight (8) right turn lanes improvements, undergrounding of electrical and data cables, landscaping, lighting, signalization, culvert extensions and sidewalk construction. Installation of water mains and public art features. Construction included 1,000 LF of 8x7 concrete culvert, 1,400 LF of 12" Watermain, new curb & gutter, roadway, median island, landscape & irrigation, site lighting, as well as an extensive artscape walk to be used for special events. Coral Springs, FL \$4.2 Million

#### The Palladium Company

- Renaissance Project: CM at-Risk, 250 CFS pump station, 200 LF of 84-inch jack and bore beneath a railroad track and major roadway, chemical treatment systems and a five-acre wetland cell. West Palm Beach, FL \$9 Million
- CityPlace: CMAR, urban renewal, mixed-use development spanning six city blocks with 625,000 SF of retail/entertainment, 120,000 SF of residential units, 4 parking decks, and extensive hardscape, fountains and sitework. West Palm Beach, FL \$113 Million

### The Town of Palm Beach

- Undergrounding of Overhead Utilities South: (CM at Risk): Conversion of overhead utilities to underground from Sloan's Curve south to the Town's limits. Palm Beach, FL. \$7.3 Million
- North Flagler Drive and 23<sup>rd</sup> Street Force Main Improvements: (CMAR) Install 4,500 LF of 24" PVC force main and replace 30" DIP in various roadway locations. \$5 Million
- North Lake Way & Laurian Lane Infrastructure Improvements: Roadway and utility improvements in a high end Town of Palm Beach residential neighborhood. Utility work includes potable water, sanitary sewer, and storm sewer improvements. Palm Beach, FL. \$772,000

### City of West Palm Beach

- Northwood Phase 2 (CM at Risk): The purpose of the project was to lower existing City of West Palm Beach water, sanitary sewer, and storm sewer utilities, so that a railroad spur (by others) can be constructed to join two existing railroad tracks in the near future. In addition to lowering the utilities, the city is taking this opportunity to replace utilities throughout the affected roads, and then rebuild the roads because the existing roads and utilities are about 50 years old. The scope of work also includes construction of a new sanitary sewer lift station, which was necessitated by the lowering of the gravity sewer. This project is very similar to phase 1, which we completed about 2 years ago. West Palm Beach, FL \$3.9 Million
- Northwood Railroad Utility Relocations: (CM at Risk) Relocate existing City Utilities (water, sewer, and storm) in anticipation of pending railroad track construction by the FDOT. The project was federally funded and was a FDOT project administered through the City of West Palm Beach. Kimley-Horn was the Engineer of Record. West Palm Beach, FL. \$2.56 Million
- Storm Sewer Improvement Project: (CM at Risk) Renovation of eight streets including existing utilities, asphalt, curb, walkways and landscape. West Palm Beach, FL. \$10 million
- Rosemary Avenue Improvements, Phase I: Underground utilities (storm water, water main, and sanitary sewer), roadwork, sitework and flatwork, traffic calming, street lighting, landscaping and irrigation. West Palm Beach, FL. \$4 Million
- Windsor Avenue Improvements: Reconstruction of roadway, curb, sidewalks, drainage system, water system, sewer system, signage, striping, landscaping, irrigation and street lighting. West Palm Beach, FL. \$1 Million
- Broadmoor Neighborhood Improvements. Installation of new utility infrastructure and reconstructing (13) existing streets in the southern limits of West Palm Beach. Work included an extensive amount of roadwork, sitework, underground utilities, plumbing, site electrical and landscaping. West Palm Beach, FL. \$10 Million
- Flagler Drive Sanitary Sewer Improvements (CM at-Risk). West Palm Beach, FL. \$4 million
- Water Treatment Plant Access Driveway. Construct deceleration/ acceleration lanes at water treatment plant entry. Also includes security gate, fiber optic cable, 1200 LF of paved roadway, parking areas, landscaping, irrigation, and lighting. West Palm Beach, FL. \$1.7 Million
- Dreher Park: Design/build improvements to an existing 113-acre regional park. The work included the excavation of two lakes along with stormwater piping. West Palm Beach, FL. \$6 Million
- Parks Project: (CM at Risk) this project was broken up into various parks throughout the City of West Palm Beach including Apoxee Park, Phipps Park, South Olive Park, Gaines Park and Howard Park. West Palm Beach, FL. \$10 Million
- City Commons Waterfront Docks: (CM at Risk) Construction of a municipal floating dock system in the intra-coastal waterways of downtown West Palm Beach. West Palm Beach, FL. \$6 Million
- East Central Regional Wastewater Treatment Facility: Miscellaneous repairs at an existing wastewater treatment facility. West Palm Beach, FL. \$4 Million
- WTP FPL Evernia Substation Feed: Provide labor, equipment & material necessary to construct a FPL ductbank from FPL Evernia Substation to existing FPL manhole south of High Service Pump Station #2, a WTP electrical ductbank for future use, a 24" DIP for future use and a 6" DIP for future use. FPL to provide concrete vaults, conduits and cables, and terminations of the 13kV feed. West Palm Beach, FL. \$1.4 Million
- ECR Effluent Piping & Valve Improvements: Modification to 42"/48" effluent pipe at an existing waste water treatment plant. Scope of work includes 2 wet taps, pipe reconfiguration, 100 LF of sheeting, and new electric valve actuators. West Palm Beach, FL. \$447,000

# FRANK ZAREMBA

## SR. PROJECT MANAGER

- Everglades Club Emergency Water Main Repairs: A water main break occurred at the connection of a dated 16" CIP watermain to a 20" watermain. Given the potential for resulting damage, the City of West Palm Beach declared the repair an emergency & awarded Whiting-Turner the repair work under the terms of our existing annual contract with them for Utility Construction Services. There are no valves to isolate the pipe from the main Town of Palm Beach water supply. This scope included exploratory excavation to better determine the necessary repairs, dewatering, installation of line stops to isolate the repair, replacement of about 30' of watermain and associated fittings, as well as restoration of the surrounding country club area. West Palm Beach, FL. \$150,000
- ECR Wastewater Treatment Facility WAS Improvements: Replacement of valves in pump stations and valve pits at seven of the eight clarifiers at this wastewater treatment facility. West Palm Beach, FL. \$800,000
- Carver Canal: In order to increase the flow of stormwater through a canal, a 48" steel pipe was bored below two roads and open cut on one road, for a total of three street crossings. West Palm Beach, FL. \$1 Million
- Finished Water Mixing & Metering: Modify existing 48 inch feed to water storage tanks. Furnish and install 48 inch Venturi water flow meter, static mixer and chemical injection ports at City of West Palm Beach water treatment plant. West Palm Beach, FL. \$1.4 Million

### EDUCATION

- Master of Administrative Science, The Johns Hopkins University, 1991
- Bachelor of Science, Civil Engineering, University of Delaware, 1986

### REFERENCES

- Mr. Horacio Danovich, CIP Manager, City of Pompano Beach, 954-786-7834
- Ms. Dorritt Miller, Deputy City Administrator, City of W. Palm Beach, 561-659-8024
- Mr. Jason Debrincat, P.E., *formerly PM with CH2MHill (now Jacobs)*, Town of Palm Beach, 561-797-5015
- Mr. Ed Mitchell, *formerly with the City of West Palm Beach*, currently Senior Vice President at US Water Services Corporation, 772-848-8292
- Ms. Karen Brandon, P.E., West Palm Branch Manager, AECOM, 561-684-3375
- Ms. Melanie Straub, P.E., Construction Mgr., Florida Dept. of Transportation, 561-370-1125
- Mr. Peter Moore, P.E., President, Chen-Moore & Associates, 954-818-9552
- Mr. Derrek Smith, P.E., Chen-Moore & Associates, 954-548-0172
- Ms. Edna Bonelli, P.E., Project Engineer, City of West Palm Beach, 561-494-1157
- Mr. Daniel Roberge, P.E., Sr. Project Engineer, City of West Palm Beach, 561-644-7427
- Ms. Laura Le, P.E., Sr. Project Engineer, City of West Palm Beach, 561-494-1093
- Mr. Rolando Nigaglioni, P.E., *formerly Exec. Mgr. Water Reclamation Svcs., City of West Palm Beach*, currently Construction Contracts Administrator, Broward County, 772-380-6005
- Mr. Mark Riordan, FDOT, 772-332-9022
- Ms. Joan Goldberg, *formerly PM with City of West Palm Beach*, 561-319-0285

### ACCOLADES:

*"You are definitely a man of your word, and I would like to thank you for your quick, effective response to our concerns regarding the pump noise. The replacement pump is much quieter, and we enjoyed a much needed good night's sleep. It is refreshing to know there are still people who follow through on a promise and do what they say they will do. Any praise that is heaped upon you is richly deserved, and I am the first in line to do so."*

*Lou Lou Gordon*

*Resident, City of West Palm Beach on Flagler Drive Regarding the Town of Palm Beach's Force Main Project*

*"Your prompt response when called on for assistance, and your thorough follow up on the things you said you would do is an outstanding and impressive example of the professionalism and skill you exhibit in representing The Whiting-Turner Contracting Company. They are fortunate to have someone as customer friendly and oriented as you are...Many thanks again, and I shall be a strong and enthusiastic supporter of Frank Zaremba at each and every opportunity I have to publicly offer my thoughts and comments"*

*John A. Eudy, CPM, RPA, CSM*

*Director of Operations, CityPlace*

# DEE LAMB

## PROJECT MANAGER



### KEY QUALIFICATIONS

- 12 years in the construction industry, all with Whiting-Turner
- Municipal project experience including utilities, infrastructure, sitework, parks, and high-profile urban renewal projects
- Proven track record within the local construction environment
- Excellent communicator with owners and design team
- Great strength in team leadership
- Extensive local construction code / permitting knowledge
- Cross-trained in all disciplines of project management
- Track record of client delight
- Excellence in both the preconstruction and construction phases
- **LEED® Project Experience**

### PROJECT HISTORY

#### City of Pompano Beach (active project)

**Old Pompano Streetscape Improvements:** Pedestrian and public improvements along 6 different Pompano Beach streets and ROW and City/CRA owned property. Hardscape and landscape beautification that includes; special pavement materials and patterns, trees (including relocation of any existing trees), shrubs and groundcovers, pedestrian lighting and site furnishings, on-street parking, cost estimating and value engineering, paving/resurfacing - roadway alignment, curbs and paving borders, and irrigation installation. Pompano Beach, FL \$5.7 Million



#### City of Pompano Beach (active project)

**Pompano Beach Fishing Pier:** CMAR services include preconstruction and construction for structural replacement of an existing +/-1000 LF fishing pier using the "Top Down Approach", addition of pedestrian lighting, educational placards and signage, shade structures, conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution, installation of new drainage, replacement of water and sewer distribution lines, and streetscape improvements, including lighting, sidewalks, pavement and landscaping, and other improvements outlined in the final construction plans. Pompano Beach, FL. \$11.5 Million



#### City of West Palm Beach

**Waterfront and City Commons Docks CM at Risk Services:** (CM at Risk) High profile project working with the EPA. Contact with the public, Mayor of West Palm Beach, Public Water/Utilities Department, and City officials. Construction of a municipal floating dock system in the intercoastal waterways of downtown West Palm Beach. Included three floating docks (Dock # 1 – 520' long x 10' wide, Dock # 2 – 444' long x 30' wide, Dock # 3 – 484' long x 10' wide). Also included marina utilities, steel pilings, land connection structures and aluminum gangways, and was comprised of three dock structures totaling 26,000 SF. West Palm Beach, FL. \$6 Million



#### City of West Palm Beach

#### Finished Water Mixing and Metering: (CM at Risk)

Modify existing 48 inch feed to water storage tanks. Furnish and install 48 inch Venturi water flow meter, static mixer and chemical injection ports at City of West Palm Beach water treatment plant. West Palm Beach, FL. \$1.4 Million

#### The Forbes Company

**The Gardens Mall:** Renovation inside an occupied shopping mall including food court remodeling, center court remodeling, exterior renovation at entries and miscellaneous interior renovation throughout the mall. Palm Beach Gardens, FL. \$25 Million

#### The Taubman Company

**Dolphin Mall Restaurant, Parking Expansion, Parking Deck, and Ramblas Renovation:** Restaurant Expansion consists of a 32,000 SF, one story freestanding building for 5 new restaurants. Scope includes site demolition, new utilities (water, wastewater, stormwater, electrical, gas) and 28

new grease traps with grease waste piping. Building shell includes exterior finishes, roof system and demising walls. Scope also includes landscape and hardscape improvements including new decorative planters and decorative canopy structures. New 109,000 SF surface parking lot with the addition of 361 parking spaces in an existing landscape area. Scope includes new storm drainage, new lighting, new crosswalk signalization as well as landscape and hardscape improvements. Renovation to main Ramblas Mall entry. Includes renovation to the Pavers, lighting, Paint, Landscape, Furniture, handrail, Planters, Car Display and Valet Areas. Build a new 480,000 GBSF, 4 level precast parking deck with 1,260 spaces with glass backed elevators and stair shafts, security cameras and led lighting throughout the deck with landscaping around new parking deck. Renovation of existing mall food court which included new LED lighting, suspended gypsum "cloud" ceilings, tech tables and floor finishes. Miami, FL. \$36.8M

### **Wexford Equities, LLC**

- **University of Miami Life Science & Technology Park – Research & Development Building One (RD1):** The 255,000 SF, seven-story facility consisted of the core and shell, lobby fit-outs, and associated infrastructure including a 297-space parking lot. *This project received LEED® Gold certification.* Miami, FL. \$38.5M

### **University of Miami RD1 Interior Fit-Out:**

- **Tissue Bank:** 25,000 SF of Clean Rooms (ISO 5-7), 25,000 SF of Lab space including BSL2+ Environment and 30,000 SF of Administrative offices. All included Chilled Beam HVAC systems. Miami, FL. \$16.5 Million

### **University of Miami RD1 Interior Fit-Out:**

- **Development Suites:** 22,000 SF of Flexible Wet Lab & Office Space, Chilled Beam HVAC throughout. Miami, FL. \$3 Million
- **Pathology:** Tenant Fit-out of 8,000 SF Infectious Disease Lab for the University of Miami's Pathology Department. The space includes a BSL2+ lab and Chilled Beam HVAC systems. Miami, FL. \$1.6 Million
- **Subway / Fitness Center/ UPS Store:** White box tenant improvements. Miami, FL. \$560,000

### **American Airlines, Inc.**

**Airport Space Restructuring for American Airlines at more than 20 stations across the US: Regional Manager (All SE Region Projects):** This CMAR project consists of restructuring existing/retained American Airlines space and preparation of space for return to Airports. Work is being performed at Cargo Facilities, GSE Facilities, ATO, BSO, Gate Areas, and Ramp Office areas. The Southeast region which, managed out of our Ft. Lauderdale office includes:

- PBI – Palm Beach International Airport, FL
- BNA – Nashville International, TN
- RDU – Raleigh Durham International Airport, NC
- TPA - Tampa International Airport, FL
- Project value is approximately \$7.5 M.

### **Southwest Airlines Company**

**Southwest Airlines ATL Station Opening:** Renovation of Southwest Airlines tenant premises at the airport, Terminals T and C. Four key renovation areas are involved, including the Baggage Service Office (BSO), Ticketing, including curbside and ATO, Holdrooms, Ramp Operations. Atlanta, GA. \$1M

### **EDUCATION**

Bachelors of Science, Construction Management, Michigan State University, 2006.

### **REFERENCES**

- Mr. Horacio Danovich, CIP Manager, City of Pompano Beach, 954-786-7834.
- Mr. Brian Rheault, P.E., WGI (Wantman Group Inc), 561-687-2220.
- Mr. Tom Cairnes, Director of Construction, The Forbes Company, 561-775-0510.
- Mr. Robert Pontek, Project Manager, CH2M Hill (now Jacobs), 561-904-7494.
- Mr. Mark Donaldson, PE, Wexford Equities, 910-317-0479.
- Ms. Jennifer Tindel, LEED® AP, Sr. PM Corporate Real Estate, American Airlines, 817-963-1726.

# BO HUGGINS

## SUPERINTENDENT

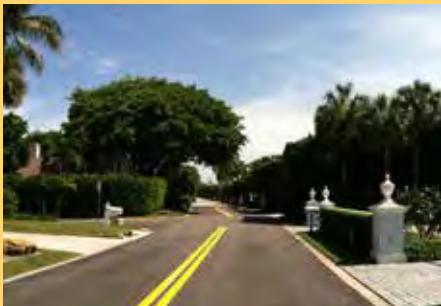
### KEY QUALIFICATIONS

- 41 years in the construction industry, 19 with Whiting-Turner
- OSHA 30 Hour, CPR & First Aid Certified
- Experience working with both design teams, Keith and Kimley-Horn & Associates
- Extensive experience in planning complex projects
- Excellent safety record
- Great strength in team leadership
- Excellent communicator with owners and design team

### RELEVANT PROJECT HISTORY

#### **City of Pompano Beach CRA**

Dr. Martin Luther King, Jr. Boulevard Watermain & Streetscape Improvements: (CM at Risk) Scope of work includes community outreach with businesses and residences, maintenance of traffic on county and DOT roads, 1400 LF of 12" Watermain, storm drainage, replacement of existing roadway and regrading, dividing island, sidewalks, curb & gutter, landscaping, irrigation and pedestrian lighting. Also includes coordination with FPL, Comcast, and AT&T to relocate all overhead services from old timber poles to new concrete poles in preferred locations. Pompano Beach, FL. \$3.85 Million



#### **City of Coral Springs CRA**

Downtown Infrastructure Improvements: (CM at Risk) Preconstruction Services included evaluation of the construction of eight (8) right turn lanes improvements, undergrounding of electrical and data cables, landscaping, lighting, signalization, culvert extensions and sidewalk construction. Installation of water mains and public art features. Construction included 1,000 LF of 8x7 concrete culvert, 1,400 LF of 12" Watermain, new curb & gutter, roadway, median island, landscape & irrigation, site lighting, as well as an extensive artscape walk to be used for special events. Coral Springs, FL. \$4.2 Million

#### **The Town of Palm Beach**

- Undergrounding of Overhead Utilities South: (CM at Risk): Conversion of overhead utilities to underground from Sloan's Curve south to the Town's limits. Palm Beach, FL. \$7.3 Million
- North Flagler Drive and 23<sup>rd</sup> Street Force Main Improvements: (CM at Risk) Install 4,500 LF of 24" PVC force main and replace 30" DIP in various roadway locations. \$5,025,000
- North Lake Way & Laurian Lane Infrastructure Improvements: Roadway and utility improvements in a high end Town of Palm Beach residential neighborhood. Utility work includes potable water, sanitary sewer, and storm sewer improvements. Palm Beach, FL. \$772,000

#### **City of West Palm Beach**

- Broadmoor Neighborhood Improvements. Installation of new utility infrastructure and reconstructing (13) existing streets in the southern limits of West Palm Beach. Work included an extensive amount of roadwork, sitework, underground utilities, plumbing, site electrical and landscaping. West Palm Beach, FL. \$10 Million
- WTP FPL Evernia Substation Feed: Provide labor, equipment & material necessary to construct a FPL ductbank from FPL Evernia Substation to existing FPL manhole south of High Service Pump Station #2, a WTP electrical ductbank for future use, a 24" DIP for future use and a 6" DIP for future use. FPL to provide concrete vaults, conduits and cables, and terminations of the 13kV feed. West Palm Beach, FL. \$1.4 Million
- Water Treatment Plant Access Driveway. Construct deceleration/ acceleration lanes at water treatment plant entry. Also includes security gate, fiber optic cable, 1200 LF of paved roadway, parking areas, landscaping, irrigation, and lighting. West Palm Beach, FL. \$1.7 Million

# BO HUGGINS

## SUPERINTENDENT

- City Commons Waterfront Docks: (CM at Risk) Construction of a municipal floating dock system in the intra-coastal waterways of downtown West Palm Beach. Included floating docks, marina utilities, steel pilings, land connection structures and aluminum gangways, and was comprised of three dock structures totaling 26,000 SF. West Palm Beach, FL. \$6 Million

### EDUCATION

- Graduated Jupiter High School 1980
- Attended Palm Beach Community College 1981 to 1984, pursuing AS in construction management

### REFERENCES

- Mr. Horacio Danovich, CIP Manager, City of Pompano Beach, 954-786-7834.
- Mr. Ron Charter, *formerly Inspector, Kimley-Horn and Associates*, 561-254-4499.
- Mr. Peter Moore, President, Chen-Moore & Associates, 954-818-9552
- Mr. Hans Erie, Engineering Construction Supervisor, City of West Palm Beach, 561-822-1255.

# TERRY TUFFIE

## EH & S MANAGER



### KEY QUALIFICATIONS

Experienced and competent professional offering 25 years of experience in the Environmental Health & Safety fields, in the development, management and administration of EHS policies, programs and procedures. Strong technical and methodical aptitude with ability to analyze and synthesize data in determining and developing approaches to solutions. Fervent in ensuring EHS compliance with federal, state and local regulatory standards/requirements. Recommends improvements in complex processes, design, procedures, and operations to minimize potential EHS hazards. Strong interpersonal, organizational, and presentation skills. Excellent written and verbal communication abilities. Proficient in MS Office, MS Outlook, and Web based systems.

### PROFESSIONAL AFFILIATIONS/CERTIFICATIONS

- Integrated Safety Management
- OSHA, EPA, DOT Compliance
- Certified OSHA 500 Trainer
- Behavior Based Safety
- USACE EM 385-1-1 Compliance
- 40 Hour Hazwoper
- ISO 9000 Lead Auditor
- Hazardous Waste Management
- Regulatory Permitting
- Risk Management
- Air Emission Control Systems
- Accident Investigation
- Documentation/Record Keeping
- EPA Storm Water ManagementRoot Cause Analysis
- Emergency Response Management
- Waste Water Treatment Compliance
- Strategic Planning
- EHS Program Development
- Fire Protection & Prevention
- Staff Training & Mentoring

### SAFETY

- Minimized company's potential exposure to employee injuries, facility, equipment and production losses through the evaluation of conditions, work practices and personal behavior.
- Conduct accident/incident investigations, determine root causes, implement corrective actions, review lessons learned and develop - implement programs to prevent re-occurrence.
- Drive safety excellence and performance improvement through culture change and effective, sustainable management systems. Ensure leaders and employees are trained and equipped to manage safety.
- Perform safety audits, initiate/assign corrective actions, track closure of findings, and facilitate process action teams.
- Collaborate with the company to institute control and corrective measures for hazardous and potentially hazardous conditions and equipment. Review and updated safety policies in readiness for new guidelines.
- Establish EHS goals, foster a commitment from all levels in the organization to monitor, manage and achieve said goals by communicating expectations, providing training and field verification/feedback.
- Assist project teams in preparing Health Safety & Environmental Plans, Accident Prevention Plans and AHA's.
- Provide oversight for contractors and subcontractors as necessary to ensure compliance with OSHA, EM 385-1-1, EPA and DOT standards/regulations

# TERRY TUFFIE

## EH & S MANAGER

### ENVIRONMENTAL

- Manage the execution of all environmental programs to minimize personal injury, risk factors, health hazards, environmental impacts and property loss, ensuring compliance with federal, state, and local regulations.
- Develop and implement emergency response/preparedness, hazardous waste minimization, and storm water pollution prevention plans, and administer all environmental training programs.
- Proficient in the application of NEPA, RCRA, CERCLA, CWA, CAA, DOT, OSHA, EPA, SARA, and other key environmental regulatory schemes.
- Prepare/submit regulatory permits and required reports. (Title V, SARA 311, 312, NPDES, Form R).
- Partner with plant personnel to collect and compile operating data for demonstrating compliance with government agencies. Maintain statistical data base pertaining to assigned environmental programs
- Review and approve environmental & safety processes, new chemicals and new equipment. Advise on the necessary actions required to meet compliance objectives.
- Point of contact for all regulatory official visits/inspections. Followed up on any issues of concern with regulatory officials in a timely manner, communicating the correspondence with plant/corporate staff.

### EDUCATION

- Bachelor of Science Civil Engineering, Geneva College, Beaver Falls, PA, 1981
- ISO 9000 Lead Assessor, Perry Johnson, Inc, Southfield, MI, 1995
- Safe Start - Train The Trainer, Electrolab Training Systems, San Antonio, TX, 2008
- Environmental Compliance Assessment, Training, and Tracking System, US Army Corp Of Engineers, Mayport, FL, 2011
- OSHA 40 Hour Hazardous Waste Safety (HAZWOPER), Northeast Florida Safety Council, Jacksonville, FL, 2013
- OSHA 30 Hour Construction Safety, Advanced Online Solutions, Houston, TX, 2014
- First Aid, CPR AED Certification, American Red Cross, Salinas, CA, 2014
- 40-hour EM 385-1-1 Construction Safety Hazard Awareness for Contractors, OSHAcademy Safety Training, 2015
- 8 Hour Hazwoper Refresher, US Air Force – Eglin AFB, 2015
- OSHA Course 500 - Train The Trainer, University of Florida, Jacksonville, FL, 2015

### MAJOR ACCOMPLISHMENTS

- Environmental Health & Safety Management:
- Implemented safety and workers' compensation programs, resulting in reduced lost time claims by 40%, reduced days lost to injury by 65%, and recovered \$200,000 in WC premiums.
- Developed a plant environmental data tracking matrix that was implemented globally, reducing corporate liability and increased EPA compliance.
- Co-chaired ergonomic steering committee that reduced stress/strain and repetitive motion injuries by 60%.
- Received an outstanding safety evaluation for the completion of the Child Development Center at Naval Air Station Jacksonville
- During 13 years of safety management had only two lost time injuries encompassing over 2 million man/hours which translates into an OSHA Recordable Incident Rate of 0.197

# 8

# References



*Coral Springs Downtown Infrastructure  
Project for the City of Coral Springs  
completed by Whiting-Turner*



# ► 8 REFERENCES

Exhibit A: Solicitation, Construction Manager's Response Documents, List of Drawings, Specifications, and Addenda issued prior to execution of this Contract

## References:

References for past five (5) or more projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project. List any prior projects performed for the City of Pompano Beach.

## DR. MARTIN LUTHER KING JR. BOULEVARD WATER MAIN & STREETSCAPE IMPROVEMENT PROJECTS

### Project Location

Pompano Beach, Florida

### Owner Reference

City of Pompano Beach  
Mr. Horacio Danovich,  
CIP Manager  
(954) 786-7834  
Horacio.danovich@copbfl.com

### Owner Reference

City of Pompano Beach  
Mr. Dave McGirr  
954-551-5098  
Dave.mcgirr@copbfl.com

### Engineer Reference

Keith & Associates  
Ms. Dodie Keith-Lazowick,  
President  
dkeith@keith-associates.com  
954-788-3400

### Value

Approximately \$4M (Combined)

### Current Phase of Development

Watermain: Complete  
Streetscape: Complete

### Start Date

April 2013

### Completion Date

Water Main: June 2013  
Streetscape: February 2015

### Delivery Method

Construction Manager at Risk

### Schedule / Budget

On Time ~~and~~ Within Budget

REFERENCE  
#1



### Project Description

We have combined the two separate contracts onto this one project sheet. The combined scope of work included increasing the size of a dated watermain from 8" to 12" along 1,600 LF of roadway. Community coordination, maintenance of traffic, sanitary sewer lateral replacement and asphalt/hardscape repairs.

**The photograph on the upper left of this page, showing one of our local Pompano Beach subcontractors' employees assisting a lady to cross the street near our construction, depicts the care and understanding that our team has in our responsibility to the community.**

## POMPANO BEACH FISHING PIER

### Project Location

Pompano Beach, Florida

### Owner Reference

City of Pompano Beach  
Mr. Horacio Danovich,  
CIP Manager  
(954) 786-7834  
Horacio.danovich@copbfl.com

### Owner Reference

City of Pompano Beach  
Mr. Miguel Nunez  
954-545-7774  
Miguel.Nunez@copbfl.com

### Engineer Reference

Keith & Associates  
Ms. Dodie Keith-Lazowick,  
President  
dkeith@keith-associates.com  
954-788-3400

### Value

\$11.5 Million

### Current Phase of Development

Active Project

### Start Date

### Completion Date

Scheduled for April 2019

### Delivery Method

Construction Manager at Risk

### Schedule / Budget

Currently On Time / Within Budget



### Project Description

CMAR services include preconstruction and construction for structural replacement of an existing +/-1000 LF fishing pier using the "Top Down Approach", addition of pedestrian lighting, educational placards and signage, shade structures, conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution, installation of new drainage, replacement of water and sewer distribution lines, and streetscape improvements, including lighting, sidewalks, pavement and landscaping, and other improvements outlined in the final construction plans. Pompano Beach, FL. \$11.5 Million

# CORAL SPRINGS DOWNTOWN INFRASTRUCTURE IMPROVEMENTS

REFERENCE  
#3

## Project Location

Coral Springs, Florida

## Owner

The City of Coral Springs CRA  
9551 West Sample Road  
Coral Springs, FL 33065  
Mr. Rich Michaud,  
Director of Public Works  
Phone: 954-344-1165  
Email: rmichaud@coralsprings.org



## Architect/Engineer

Chen-Moore & Associates  
500 W. Cypress Creek Road, Ste 630  
Fort Lauderdale, FL 33309  
Mr. Peter Moore, President  
Phone: (954) 730-0707 x 1002  
Email: pmoore@chenmoore.com



## Total Cost

Original: \$4,065,083

Final: \$4,211,725\*

\*Owner requested change orders



## Current Phase of Development

Completed on Schedule and Within Budget

## Start Date

July 2014

## Completion Date

September 2015

## Delivery Method

Construction Management at Risk

## Liquidated Damages

None

## Project Description

Streetscape improvements on NW 31st Court between Coral Hills Drive and University Drive. Scope included demolition of existing roadway and medians, and replacing with new drainage/ watermain installation, facilities, curbs, sidewalks, lighting, landscaping, irrigation and decorative concrete hardscape and site furnishings.

# NORTHWOOD RAIL CONNECTION UTILITY RELOCATION - PHASE 1

**Location**

West Palm Beach, FL

**Cost**

\$2,560,377

**Owner**

City of West Palm Beach

Ms. Laura Le

Senior Project Engineer

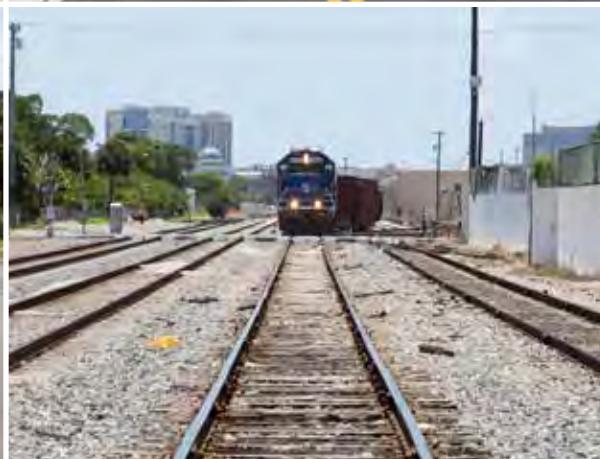
Phone: (561) 494-1093

Email: lle@wpb.org

Engineering Department

401 Clematis Street, 5<sup>th</sup> Floor

West Palm Beach, FL 33401

**Engineer**

Kimley-Horn & Associates, Inc.

Ms. Fannie Howard

561-840-0246

Fannie.Howard@Kimley-Horn.com

**Engineering Consultant to DOT**

Target Engineering Group

Mr. Mark Riordan,

Project Administrator

District 4 - Construction

Florida Department of Transportation

(772) 332-9022

mark.riordan@dot.state.fl.com

**Delivery Method**

Construction Management at-Risk

**Start Date**

May 2015

**Completion Date**

June 2016

**Schedule**

13 Month Schedule, completed on time

**Budget**

Completed under budget

Original Cost: \$2,800,000

Final Cost: \$2,560,377\*

**\*Cost savings returned to owner**

215 of 246

**Description**

CMAR Northwood Rail Connection Utility Relocation (water distribution, sanitary sewer collection, and stormwater systems) improvements/relocation within an existing railroad track corridor in anticipation of the track construction by the Florida Department of Transportation (FDOT).

# NORTHWOOD RAIL CONNECTION UTILITY RELOCATION - PHASE 2

**REFERENCE  
#5**

## Location

West Palm Beach, FL

## Cost

\$3,951,365

## Owner Reference

City of West Palm Beach

Ms. Laura Le

Senior Project Engineer

Phone: (561) 494-1093

Email: lle@wpb.org

Engineering Department

401 Clematis Street, 5<sup>th</sup> Floor

West Palm Beach, FL 33401



## Engineer Reference

Kimley-Horn & Associates, Inc.

Ms. Fannie Howard

561-840-0246

Fannie.Howard@Kimley-Horn.com

## Engineering of Record Reference

CH2M (now Jacobs Engineering)

Mr. Tony Malone

Email: Tony.Malone1@jacobs.com

## Delivery Method

Construction Management at-Risk

## Start Date

January 2018

## Completion Date

Roadway Complete August 2018

Pump Station Scheduled for February

2019

## Schedule

Roadway: 8 Month Schedule,  
Completed on Time

## Budget

Currently within budget

Original Cost: 3,951,365\*

\*Cost savings anticipated and will  
be returned to Owner on project  
completion

## Description

CMAR project to lower existing City of West Palm Beach water, sanitary sewer, and storm sewer utilities, so that a railroad spur (by others) can be constructed to join two existing railroad tracks in the near future. In addition to lowering the utilities, the city is taking this opportunity to replace utilities throughout the affected roads, and then rebuild the roads because the existing roads and utilities are about 50 years old. The scope of work also includes construction of a new sanitary sewer lift station, which was necessitated by the lowering of the gravity sewer. This project is very similar to phase 1, which we completed about 2 years ago.

The photograph on the upper left of this page, showing a Whiting-Turner Superintendent assisting a local resident to cross the street near our construction, this depicts the care and understanding that our team has in our responsibility to the community.

9

# Office Locations



*North Lake Way & Laurian Lane  
Infrastructure Improvement Project  
for the Town of Palm Beach  
completed by Whiting-Turner*

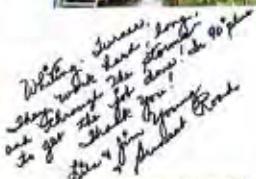




## OFFICES

### BENEFIT OF FIRM-WIDE EXPERIENCE AND EXPERTISE

The depth of experience held by Whiting-Turner firm-wide, and more importantly by our specifically dedicated project team members, will provide great value to the City on your Various Streetscape Improvement projects. We understand how to properly plan ahead for minimal disruption to the community, and how to truly participate as a partner with the City and your Engineer(s) in the planning and execution of your project to meet your budget, schedule and project constraints.



This project will be managed out of our Fort Lauderdale office which is located a 6.5 miles from the project site:

The Whiting-Turner Contracting Co.  
1901 W. Cypress Creek Road, #101  
Fort Lauderdale, FL 33309



Headquartered in Baltimore Maryland with 32+ Offices Nationwide

This collage was presented by local community members to the Mayor of West Palm Beach, in July 2003, at the Ribbon cutting of Flagler Drive/Sunset Road Intersection

**Office Locations:**

**Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.**

**If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.**



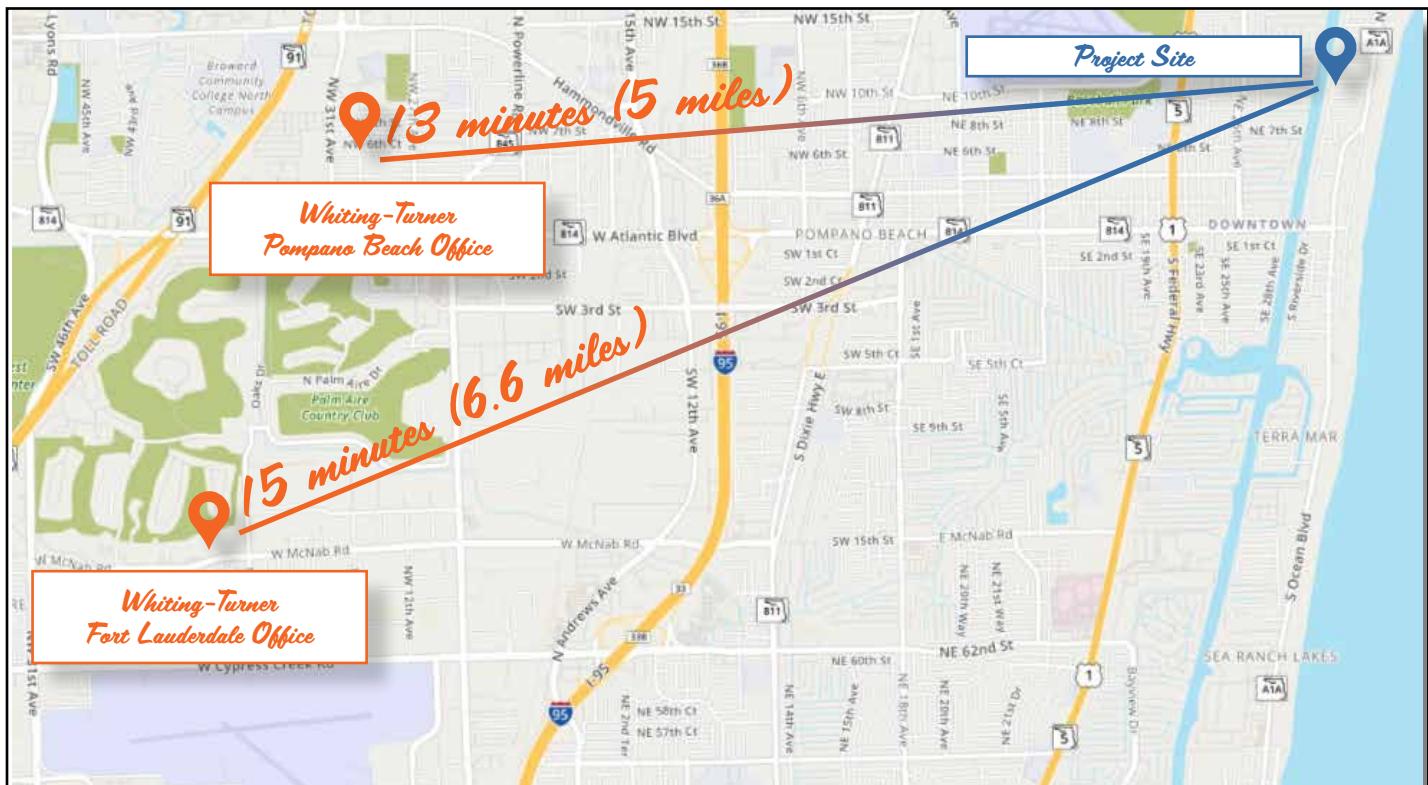
**Office Locations:**  
**Fort Lauderdale:**  
**68 professional**  
**2 administrative staff**

**Our Fort Lauderdale  
office is located  
15 Minutes  
on average from project site**

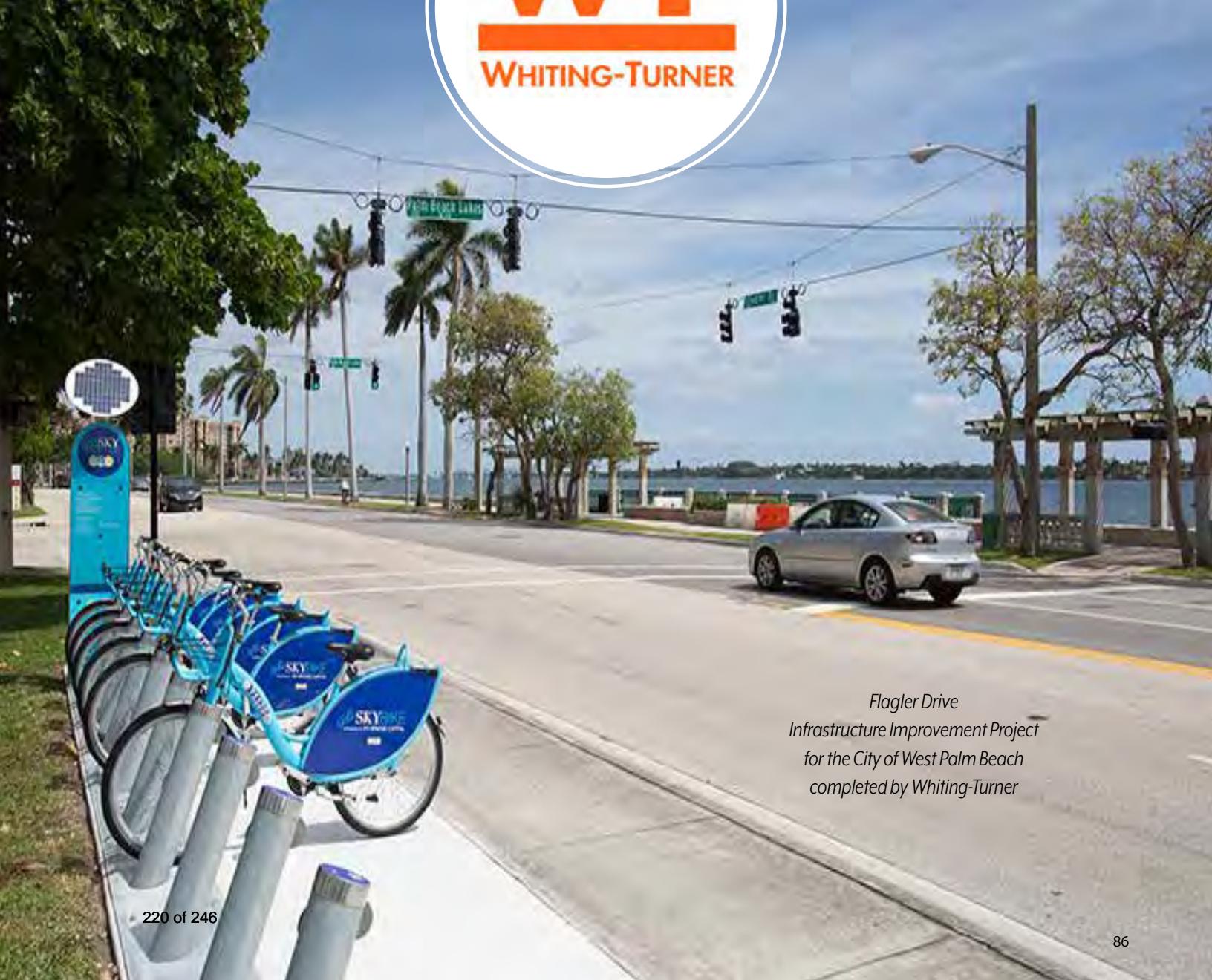


**Office Locations:**  
**Pompano Beach**  
**3 professionals**  
**0 administrative staff**

**Our Pompano Beach  
office is located  
13 Minutes  
on average from project site**



# 10 Litigation



Flagler Drive  
Infrastructure Improvement Project  
for the City of West Palm Beach  
completed by Whiting-Turner

**LITIGATION – Fort Lauderdale Office:**

Whiting-Turner is rarely involved in litigation. However, since the Company is typically engaged in approximately 800 to 900 projects at any given time, and is party to well over 15,000 subcontracts in any given year, there are obviously bound to be some disagreements which reach the litigation stage. Also, there are occasional accidents and claims of injuries, principally by employees of subcontractors, which result in litigation. These matters are typically defended by the various insurance carriers involved. Please note that some cases involving both project owners and subcontractors were related to the past recession's fluctuation in the real estate and construction markets and its effect on an owner's ability to pay amounts owed to Whiting-Turner.

Whiting-Turner has been a party to relatively few suits involving owners in the past five years. Litigation involving the Fort Lauderdale office is listed below:

| PLAINTIFF (P) & DEFENDANT (D)   | COURT WHERE FILED   | CASE #                  | DATE FILED                      | NATURE OF CASE  | CURRENT STATUS   |
|---|---|-------------------------|---------------------------------|---|--|
| MAYSVILLE, INC. ETC. (P) VS. WHITING-TURNER (D)   | MIAMI-DADE COUNTY CIRCUIT COURT, FL   | CASE #09-85340 CA 06    | SERVED 12/7/09<br>CLOSED 4/1/16 | OWNER CLAIMS AGAINST ARCHITECT AND WT FOR LOST REVENUE INCURRED ON PROJECT. WT SOUGHT DISMISSAL OF SUIT | JUDGMENT IN FAVOR OF WHITING-TURNER. UPHELD ON APPEAL. |
| LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC. ETC. (P) V. WHITING-TURNER, ETC. AND WEATHERTROL MAINTENANCE CORP., ETC. (D) | MIAMI-DADE COUNTY CIRCUIT COURT, FLORIDA                                    | CASE #1236112CA32       | SERVED 9/17/12                  | CLAIM FOR BREACH OF WARRANTY REGARDING ALLEGED DEFECT IN PIPE INSTALLED BY SUBCONTRACTOR                | SUBCONTRACTOR DEFENDING AND INDEMNIFYING               |
| LOFT DOWNTOWN II CONDOMINIUM ASSOCIATION, INC. ETC. (P) V. WHITING-TURNER AND CENTURY FIRE PROTECTION, INC. (D)             | CIRCUIT COURT OF THE ELEVENTH CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA | CASE #2018-005428-CA 01 | SERVED 3/15/18                  | CLAIM FOR ALLEGED FAULTY SPRINKLER HEADS INSTALLED BY SUBCONTRACTOR                                     | DISCOVERY  |

Whiting-Turner maintains a list of current subcontractor litigation, but does not maintain a historical list of all litigation involving subcontractors or mechanic's lien claims. Most subcontractor cases involve claims by subcontractors for additional compensation. Whiting-Turner resolves meritorious claims by agreement. It is Whiting-Turner's position in the relatively few cases which it contests that either the subcontractor is not entitled to additional compensation or that the claim is grossly inflated. Almost all of these cases are ultimately settled by agreement of the parties. Recently, a number of subcontractors have filed for bankruptcy protection or simply ceased operations. Often these subcontractors have been paid by Whiting-Turner but have not paid their subcontractors and suppliers, which in turn asserted lien or bond claims which Whiting-Turner is defending on behalf of the owner.

# 11 City Forms



Northwood Rail Utility & Infrastructure  
Improvement Project  
for the City of West Palm Beach  
completed by Whiting-Turner

**LOCAL BUSINESS EXHIBIT "A"**  
**CITY OF POMPANO BEACH, FLORIDA**  
**LOCAL BUSINESS PARTICIPATION FORM**

Solicitation Number & Title: P-08-19 CMAR Services for Various Streetscape Improvements Project

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

| Name of Firm, Address  | Contact Person, Telephone Number   | Type of Work to be Performed/Material to be Purchased  | Contract Amount |
|--|------------------------------------|--|-----------------|
| Cutting Edge, 2025 NW 15TH AVE, UNIT B, Pompano Beach, FL 33069          | James Jankowski, 561-222-0037      | Tree trimming-removal-grinding, Landscape & Irrigation | 10%             |
| Florida Engineering & Testing, 250 SW 13th Ave., Pompano Beach, FL 33069 | Christine Chang, 954-781-6889      | Testing & Inspection                                   | 1%              |
| D.P. Development, 2240 NW 22nd Street, Pompano Beach, FL 33069           | Pat Bornico, 954-972-5086          | Sitework   | 15%             |
| Keith, 301 E. Atlantic Blvd., Pompano Beach, FL 33060                    | Dodie Keith-Lazowick, 954-788-3400 | Survey (except where they are the prime designer)      | 2%              |
| Ferguson, 1950 NW 18th St, Pompano Beach, FL 33069                       | Kim Horn, 954-935-1120             | Construction Material Supplier                         | TBD             |
| Cemex, 1150 NE 24th St, Pompano Beach, FL 33064                          | Dave Aiken, 561-371-4748           | Ready Mix Concrete Supplier                            | TBD             |
| Graybar, 1255 NW 21st St, Pompano Beach, FL 33069                        | David Michaud, 954-633-6340        | Electrical Supplier                                    | TBD             |
| Hypower, 1645 NW 33rd St, Pompano Beach, FL 33069                        | John Zeehof, 954-448-0369          | Lighting and Undergrounding of Electrical              | TBD             |
| Ranger Asphalt, 2501 Wiles Road, Pompano Beach, FL 33073                 | Bob Schafer, 954-428-8712          | Asphalt Supplier                                       | TBD             |
| Janitorial 5 Star Services, 961 NE 25th Ave Pompano Beach, FL 33062      | Mike Olbel, 954-702-2053           | Cleaning   | TBD             |
| US Concrete Products, 1878 NW 21st St., Pompano Beach, FL 33069          | Greg Wolfe, 954-973-0368           | Precast Concrete Manhole Supplier                      | TBD             |

LOCAL BUSINESS EXHIBIT "A"

**LOCAL BUSINESS EXHIBIT "A"**  
**CITY OF POMPANO BEACH, FLORIDA**  
**LOCAL BUSINESS PARTICIPATION FORM**

Solicitation Number & Title: P-08-19 CMAR Services for Various Streetscape Improvements Project

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

| Name of Firm, Address   | Contact Person, Telephone Number | Type of Work to be Performed/Material to be Purchased | Contract Amount |
|---|----------------------------------|---|-----------------|
| Safety Systems Remedies, 2017 N. Powerline Rd., #2, Pompano Beach, FL 33069 | Manny Rodriguez, 754-307-0441    | M.O.T. Supplier                                       | TBD             |
| The Bushel Shop, 2620 Hammonville Road, Pompano Beach, FL 33069             | Niegel Pereira, 954-975-4660     | Landscape Nursery Supplier                            | TBD             |
| HD Supply, 2007 NW 15th Ave., Pompano Beach, FL 33069                       | James Patchin, 954-979-3030      | Construction Materials Supplier                       | TBD             |
| Sankisa Nursery, 2101 N. Dixie Hwy., Pompano Beach, FL 33069                | John Hefflin, 954-943-0550       | Landscape Nursery Supplier                            | TBD             |
| Nu Turf, 2801 N. Dixie Hwy., Pompano Beach, FL 33064                        | Sheila Aucamp, 954-942-8409      | Landscape Nursery Supplier                            | TBD             |
|   |                                  |   |                 |
|   |                                  |   |                 |
|   |                                  |   |                 |
|   |                                  |   |                 |
|   |                                  |   |                 |
|   |                                  |   |                 |

LOCAL BUSINESS EXHIBIT "A"

**LOCAL BUSINESS EXHIBIT "B"**

## LOCAL BUSINESS

## LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number P-08-19

TO: Whiting-Turner

(Name of Prime or General Bidder)

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

1

an individual  
a partnership

1

a corporation

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

## Ready-Mix Concrete

at the following price: **To be Determined**

2-12-19

(Date)

CEMEX

(Name of Local Business Contractor)

1150 NW 24th Street

(address)

Pompano Beach FL 33064

(address City, State Zip Code)

BY: Scott Jacobs

(Name)

LOCAL BUSINESS EXHIBIT "B"LOCAL BUSINESSLETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTORBid Number P-08-19

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

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

an individual  
a partnership

a corporation  
a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

**Sitework**

Tree trimming, tree removal and grinding.

Landscape removal and install.

Irrigation repairs and new install.

Hardscape.

at the following price: To be Determined

2-11-19

(Date)

**Cutting Edge Industries INC.**

(Name of Local Business Contractor)

2025 NW 15TH AVE, UNIT-B

(address)

Pompano Beach, FL 33069

(address City, State Zip Code)

BY: James Jankowski

(Name)

LOCAL BUSINESS EXHIBIT "B"  
LOCAL BUSINESS

Bid Number P-08-19

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

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

an individual

a corporation

— a partnership

a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

## Sitework

at the following price: To be Determined

2-12-19

(Date)

DEVELOPMENT OF THE TREASURE COAST L.C.

(Name of Local Business Contractor)

2240 NW 22 ST

(address)

POMPANO BEACH FL 33069

(address City State Zip Code)

10

BY 

LOCAL BUSINESS EXHIBIT "B"

## **LOCAL BUSINESS**

## LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number P-08-19

TO: **Whiting-Turner**  
(Name of Prime or General Bidder)

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

\_\_\_\_\_ an individual

a corporation

\_\_\_\_\_ a partnership

a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

## Construction Materials

at the following price: To be Determined

2-12-19  
(Date)

## Ferguson Waterworks

(Name of Local Business Contractor)

1950 NW 18<sup>th</sup> St.

(address)

Pompano Beach FL 33069

(address City), State Zip Code)

BY: 

**LOCAL BUSINESS EXHIBIT "B"**

## LOCAL BUSINESS

## LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number P-08-19

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

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

### an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

## Testing & Inspection

at the following price: To be Determined

2/11/19  
(Date)

Florida Engineering & Testing, Inc.  
(Name of Local Business Contractor)

250 SW 13th Avenue  
(address)

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

BY: Christine Chang, SVP  
(Name)

—

LOCAL BUSINESS EXHIBIT "B"LOCAL BUSINESSLETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

P-08-19

Bid Number \_\_\_\_\_

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

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

 an individual a corporation a partnership a joint ventureThe undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:Electrical Suppliesat the following price: To be Determined2/13/19  
(Date)GRAYBAR ELECTRIC COMPANY, INC.  
(Name of Local Business Contractor or Supplier)1255 NW 21st Street

(address)

Pompano Beach, FL 33069  
(address City, State Zip Code)BY: John J. Grier  
(Name)

LOCAL BUSINESS EXHIBIT "B"LOCAL BUSINESSLETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTORBid Number P-08-19

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

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

 an individual a corporation a partnership a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

|                              |                             |
|------------------------------|-----------------------------|
| <u>lumber</u>                | <u>tilt wall braces</u>     |
| <u>waterproofing</u>         | <u>rebar</u>                |
| <u>concrete</u>              | <u>wire mesh</u>            |
| <u>forming accessories</u>   | <u>chemicals</u>            |
| <u>safety</u>                | <u>cleaning supplies</u>    |
| <u>handtools</u>             | <u>concrete accessories</u> |
| <u>forming &amp; Shoring</u> | <u>block</u>                |
| <u>power tools</u>           | <u>brick</u>                |

at the following price: To be Determined

2/6/19  
(Date)

HD Supply Wh. Cap  
(Name of Local Business Contractor)

2007 NW 15<sup>th</sup> Ave

(address)

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

BY:  
(Name)

James P. Pithian

LOCAL BUSINESS EXHIBIT "B"  
LOCAL BUSINESS

Bid Number P-08-19

TO: **Whiting-Turner**  
(Name of Prime or General Bidder)

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

an individual  
 a partnership

a corporation

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

### Street Lighting, Electrical, and

## Undergrounding of Overhead Services

at the following price: **To be Determined**

2/12/19

(Date)

## Hypower, Inc.

(Name of Local Business Contractor)

1645 NW 33rd St

(address)

Pompano Beach, FL 33064

(address City, State Zip Code)

BY



LOCAL BUSINESS EXHIBIT "B"LOCAL BUSINESSLETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTORBid Number P-08-19TO: Whiting-Turner

(Name of Prime or General Bidder)

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

an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Mot set up & take down , Flagger Operation,Supervisor on site to Maintain traffic control, set- up/ take downVariable Message Boards, & Rent Equipment.at the following price: To be Determined02/13/2019

(Date)

Safety System Barricades

(Name of Local Business Contractor)

2087 N Powerline Rd

(address)

Pompano Beach FL 33069

(address City, State Zip Code)

BY: Manny Rodriguez

(Name)

12

# Reviewed & Audited Financial Statement



## 12. REVIEWED & AUDITED FINANCIAL STATEMENT

1. A letter from our bonding surety is on the following page, documenting our \$500 million per project and \$4 billion dollar aggregate bonding capacity.
2. Our financial statements are prepared annually, and the 2018 financials have not yet been completed. The 2018 financial information is due to be completed in April, and we would be glad to provide it to you as becomes available. Our 2017 financial statement is included as a separate upload (per the RFQ requirements).
3. Whiting-Turner has not had any bankruptcies or defaults on loans, and in fact has not borrowed any money for working capital since 1938. When prequalifying potential project bidders in regards to "providing an indication of the resources and the necessary working capital and how it will relate to ..." a subcontractor's "... financial stability through the completion of the project...", one of the tools that we use is their Dun and Bradstreet Report. In evaluating potential construction managers at risk for this project, you may also consider the information contained within their D&B report as a tool for this purpose. To that end, we offer our D&B rating with a brief explanation of its components.

### Whiting-Turner's Dun & Bradstreet Rating: 5A1 is the strongest rating assigned by D&B

For those who may not be familiar with interpreting a Dun & Bradstreet Report, the report consists of two parts:

- (a) Financial Strength Indicator (Whiting-Turner's is 5A)
- (b) Condition Code or Risk Indicator (Whiting-Turner's is 1)

Financial Strength:

- 5A is the highest assigned value and signifies a net worth over \$50 million.

Risk Indicator:

- Strong Condition (1)
- This is assigned to companies of undoubted credit standing and financial strength.
- (By contrast, Fair Condition (3) is assigned to firms believed to be sound, but... The risk associated with being a creditor of these concerns is higher and would be classified as potentially slow payers or fair trade risk.)

**Whiting-Turner's  
Dun & Bradstreet  
Rating... 5A1 ... the strongest rating  
assigned by  
Dun & Bradstreet**

## 12. BONDING CAPACITY



January 24, 2019

RE: The Whiting-Turner Contracting Company

To Whom It May Concern:

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

The Whiting-Turner Contracting Company has a capacity of at least \$500,000,000 per project and an aggregate bonding capacity of \$4,000,000,000, with \$2,500,000,000 currently available.

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

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

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

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

By:   
Craig Bancroft, Attorney in Fact

## **TIER 1/TIER 2 COMPLIANCE FORM**

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

### **TIER 1 LOCAL VENDOR**

My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

### **TIER 2 LOCAL VENDOR**

My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

**I certify that the above information is true to the best of my knowledge.**

2-12-19

(Date)

The Whiting-Turner Contracting Company

(Name of Firm)

BY:

Frank Zaremba (Name)

## EXHIBIT B

### INSURANCE REQUIREMENTS

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

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

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

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

| Type of Insurance | Limits of Liability |
|-------------------|---------------------|
|-------------------|---------------------|

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

\* Policy to be written on a claims incurred basis

comprehensive form

bodily injury and property damage

premises - operations

bodily injury and property damage

explosion & collapse hazard

underground hazard

products/completed operations hazard

bodily injury and property damage combined

contractual insurance

bodily injury and property damage combined

broad form property damage

bodily injury and property damage combined

independent CONTRACTORs

personal injury

personal injury

sexual abuse/molestation

Minimum \$1,000,000 Per Occurrence and Aggregate

liquor legal liability

Minimum \$1,000,000 Per Occurrence and Aggregate

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**AUTOMOBILE LIABILITY:**  Minimum \$1,000,000 Per Occurrence Aggregate.  
Bodily injury (each person) bodily injury (each accident),  
property damage, bodily injury and property damage  
combined.

comprehensive form

Minimum \$10,000/\$20,000/\$10,000  
(Florida's Minimum Coverage)

owned

hired

non-owned

---

**REAL & PERSONAL PROPERTY**

comprehensive form

Agent must show proof they have this coverage.

---

**EXCESS LIABILITY**

Per Occurrence Aggregate

other than umbrella

bodily injury and  
property damage  
combined

\$1,000,000

\$1,000,000

---

**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

\* Policy to be written on a claims made basis

\$1,000,000

\$1,000,000

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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

## **Exhibit “C”**

### **Project Construction Budget/Schedule of Values (GMP)**

**(To be provided at a later date)**

Bond No. \_\_\_\_\_

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## Performance Bond

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Project No:

Project Title:

**KNOW ALL PERSONS BY THESE PRESENTS**, that:

---

as Principal, and

---

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

---

(Written Amount)

(Figures)

good and lawful money of the United States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

**WHEREAS**, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

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enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as "Owner") a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

---

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

**WHEREAS**, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions,

and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

**IN TESTIMONY WHEREOF**, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

\_\_\_\_\_ day of \_\_\_\_\_

---

**Countersigned By:**

**Contractor:**

\_\_\_\_\_ **By: (Signature)** \_\_\_\_\_

**(SEAL)**

**Surety:**

**By:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**(SEAL OF  
SURETY)**

Bond No. \_\_\_\_\_

**PAYMENT BOND FORM**

Project No:

Project Title:

Facility Name:

---

**BY THIS BOND, WE,** \_\_\_\_\_, as Principal,

and \_\_\_\_\_, a corporation, as Surety, are bound to  
The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

---

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

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between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

---

**Dated on :** \_\_\_\_\_

Name of Surety: \_\_\_\_\_

**(SEAL OF SURETY)**

By: \_\_\_\_\_

Attorney in Fact

Name of Principal: \_\_\_\_\_

**(SEAL OF PRINCIPAL)**

By:

---

Its authorized officer

Exhibit “E”

Project Schedule

(To be provided at a later date)