

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 **Shiff Construction & Development Inc.**, a Florida corporation (Construction Manager).

WITNESSETH:

That the said Construction Manager, having been awarded the Contract for the furnishing of services for the construction of the **Mitchell Moore Park Improvements** ("Project") in accordance with the **Request for Qualifications P-26-19** ("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,

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 the Construction Manager's proposal, included within Exhibit "A" to this Contract. Construction Manager shall not change any of those persons named in Exhibit "A" 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 through 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"

Shiff Construction & Development, Inc.
(Print or type name of company here)

Witnesses:


LORNA HENRIQUES
(Print or Type Name)


JACOB PFEFFER
(Print or Type Name)

By: 
Print Name: Justen Shiff

Title: President

Business License No. 180-8625

STATE OF FLORIDA

COUNTY OF _____

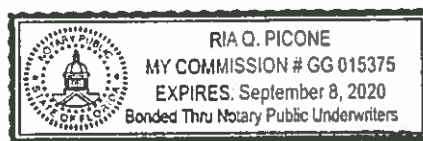
The foregoing instrument was acknowledged before me this 16 day of July, 2019, by
Justen Shiff as President of Shiff Construction & Development,
Inc. _____, a Florida corporation on behalf of the corporation **OR** a Florida limited liability
company on behalf of the company. He/she is personally known to me or who has produced _____
known to me (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

RIA Q. PICONE
(Name of Acknowledger Typed, Printed or Stamped)

GG 015375
Commission Number



CITY OF POMPANO BEACH

G.O. POMPANO
MITCHELL MOORE PARK IMPROVEMENTS PROJECT

CONSTRUCTION MANAGEMENT AT RISK CONTRACT
SERVICES

GENERAL CONDITIONS

PROJECT NO. P-26-19

GENERAL CONDITIONS GC-1 to GC-77

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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
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Gregory P. Harrison, City Manager
Email: Greg.Harrison@copbfl.com

CONSTRUCTION MANAGER: Shiff Construction & Development, Inc.
180 SW 6th Street
Pompano Beach, FL 33060
Attention: Justen Shiff
Email: admin@shiff.com

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

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-26-19 Construction Management at Risk (CMAR) Services for Mitchell Moore Park Improvements Project**.

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."

SIGN

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.



**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS
P-26-19**

G.O. POMPANO

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

**RFQ OPENING: May 16, 2019 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 16, 2019

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ)
P-26-19

**Construction Management at Risk (CMAR) Services
for Various Park 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 - McNair Park Renovations (estimated construction \$9,154,800 plus \$137,322 for preconstruction services). All work is expected to be completed in one phase.
- 2 - Youth Sports Complex estimated construction \$4,691,700 plus \$70,376 for preconstruction services). Project is divided in 2 phases. Phase I includes design and construction of 50% of the proposed improvements. Funding for Phase II will be available on/or after October 1, 2021.
- 3 - Ultimate Sports Park Improvements estimated construction \$3,663,900 plus \$54,969 for preconstruction services). **Note:** this project includes design and installation of a Skate Park. The Skate Park component may be removed from the scope and replaced with another design element, relocated to another park, and/or funded separately. The City will inform the contractor once the City Commission and staff have made a final decision. Design funds and adequate funding to construct skate park component are allocated in Phase I. Funding for construction of Phase II will be available on/or after October 1, 2021. Phase II will include construction of remaining components of the park.
- 4 - North Pompano Park Improvements estimated construction \$2,452,900 plus \$36,788 for preconstruction services). All work is expected to be completed in one phase.
- 5 - Kester Park Improvements estimated construction \$1,108,800 plus \$16,632 for preconstruction services). Phase I includes design only. Funding for construction (Phase II) will be available on/or after October 1, 2021.
- 6 - Mitchell Moore Park Improvements (estimated construction \$1,062,900 plus \$15,944 for preconstruction services). All work is expected to be completed in one phase.
- 7 - Centennial Park Improvements estimated construction \$841,500 plus \$12,623 for preconstruction services). Phase I includes design only. Funding for construction (Phase II) will be available on/or after October 1, 2021.

The City will receive sealed proposals until **2:00 P.M. (local), May 16, 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.

RFQ P-26-19

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 of Pompano Beach intends to issue contracts to a minimum of three (3) State of Florida licensed construction firms to provide Construction Management at Risk (CMAR) Services for Various Park Improvement Projects listed above. The number one (1) ranked firm will be eligible for projects 1, 4, and 7. The number two (2) ranked firm will be eligible for projects 2 and 5. The number three (3) ranked firm will be eligible for projects 3 and 6. *If an impasse occurs with the number one (1) ranked firm, then the City may choose to start negotiations with the number two ranked (2) firm. **If an impasse occurs with the number two (2) ranked firm, then the City may choose to negotiate with the number three (3) ranked firm. ***If an impasse occurs with the number three (3) ranked firm, then the City may choose to negotiate with the number four (4) ranked firm. The City reserves the right to negotiate with the remaining firms if an impasse occurs with the top three (3) highest ranked firms. The City reserves the right to select more than three (3) firms, based on anticipated budgets. Awards will be based on negotiated terms.

*The number two (2) firm now becomes the number one (1) firm

**The number three (3) firm now becomes the number two (2) firm

***The number four (4) firm now becomes the number three (3) firm

Each park in the localized project areas may receive roadway/access driveway improvements; upgrades to water, sewer, and drainage improvements; signing and pavement markings; new landscaping and irrigation; new and/or upgraded sidewalks; new sports fields (artificial and natural grass); new sports fields lighting for night use; hardening and/or overhead utility to conversion (undergrounding); and, new pedestrian 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 close-out 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.

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)

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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 access bridge installation and/or 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)
8. Sports lighting
9. Community facilities (i.e., stand-alone activity centers, etc.)

T. Other

Firm(s) and/or any subcontractors must have previous municipal 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.

2. 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 2018-46, 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 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.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
Property damage, bodily injury and property damage
combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* 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 four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY

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.		

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>
A. Prior experience of the firm with projects of similar size and complexity: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City 	0-30
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
C. 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
D. 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 <u>Letter of Commitment</u> confirming staff assigned to the project(s) will participate until the project is completed. Replacement of designated staff will require City's written approval): <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-30
E. 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
Total	0-100

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

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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. 3rd 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

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 ENTIRETY 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)

RFQ P-26-19

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

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.

City of Pompano Beach Florida JE3

Local Business Subcontractor Utilization Report

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

Local Business Payment Report

Federal Identification Number ⁽¹⁴⁾	Local Subcontractor Business Name ⁽¹⁵⁾	Description of Work ⁽¹⁶⁾	Project Amount ⁽¹⁷⁾	Amount Paid this Reporting Period ⁽¹⁸⁾	Invoice Number ⁽¹⁹⁾	Total Paid to Date ⁽²⁰⁾
Total Paid to Date for All Local Business Subcontractors ⁽²¹⁾ \$						0.00

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 ENTIRETY 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>

RFQ P-26-19

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

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)

RFQ P-26-19

EXHIBIT C
LOCAL BUSINESS UNAVAILABILITY FORM

RFQ # _____

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.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

RFQ P-26-19

EXHIBIT D
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFQ # _____

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

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

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?

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

RFQ P-26-19

LOCAL BUSINESS EXHIBIT "D" – Page 2

Local Business

% of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. Other comments: _____



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

April 30, 2019

ADDENDUM #1, RFQ P-26-19

**Construction Management at Risk (CMAR) Services for Various Park
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. Local Business Form - Replacement

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**

May 2, 2019

ADDENDUM #2, RFQ P-26-19

**Construction Management at Risk (CMAR) Services for Various Park
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. T1/T2 Compliance Form - Blank

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

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 ten percent 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 ten percent 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)

Question	Answer
Please clarify your request to include a schedule/timeline on page 10 of the RFQ. What type of information you are looking for, considering we don't have plans or more detailed information on each project. Are you looking for 7 separate timelines?	One general timeline will do
Regarding the request for a technical approach on page 10 of the RFQ, please clarify if respondents are supposed to provide a technical approach for each of the 7 projects. If so, does the City intend to provide more information such as preliminary design documents or site plans?	One approach will do at this time
Under 4. Required Proposal Submittal, Schedule it states that the Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines. Is the City looking for a separate schedule for each of the 7 parks?	No a general timeline will do
Under Attributes, Why are questions 1 & 2 repeated in questions 7 & 8?	Just an error...please answer both sets. Thank you
Please provide a blank TIER 1/TIER 2 COMPLIANCE FORM, the one given has been filled out by Pirtle.	See attached Blank Form



May 13, 2019

RFQ-P-07-19

Construction Management at Risk Services for Various Park Improvements

**Shiff Construction & Development, Inc.
180 SW 6th Street
Pompano Beach, FL 33060
954-524-2575
Justen Shiff**

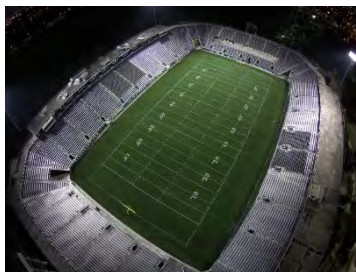


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Section 4-	<i>Schedule/Cost Control</i>
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13 May 2019

Project Name: **CMAR Services for Various Park Improvement Projects**

Project Number: **P-07-19**

Federal Tax ID: 20-2918602

Mr. Horacio Danovich, CIP and Innovation District Director
100 West Atlantic Blvd
Pompano Beach, FL 33060

Dear Mr. Danovich & Distinguished Members of the Selection Committee:

Thank you for allowing Shiff Construction & Development, Inc. (Shiff C|D) the opportunity to submit our Letter of Interest and Qualifications to provide **Construction Management at Risk Services for the City of Pompano Beach Various Park Improvement Projects Solicitation**. We believe our assembled team of professionals is uniquely qualified to provide the wide range of services necessary to bring all assigned projects smoothly from the design collaboration phase through estimating and establishment of the GMP to project completion, all on time and within GMP. All Team Members were selected for their specific experience in Parks and Streetscape improvement projects. Of particular importance, it should be noted that Shiff C|D has been fortunate to have worked and established good relationships with all three Architects/Engineers selected for these projects. These well-established relationships will help ensure an efficient CMAR process.

Located in Pompano Beach, Shiff C|D is strategically located to perform all work in a diligent and expeditious manner. Previously located at 1331 Dixie Highway, Pompano Beach, Shiff C|D recently moved its office to 180 SW 6th Street, the previous home of the Pompano Beach Bridge Club. Justen Shiff, Principal of Shiff C|D, is also a Pompano Beach resident.

We have thoroughly reviewed the Scope of Services and believe we are uniquely qualified and perfectly positioned to offer the best services available at the most competitive cost. Our firm in addition to providing Construction Management/negotiated service contracts, also participates in hard bids projects where it is regularly selected as the lowest-most responsive bidder. This combination will help ensure the City receives the most competitive pricing available. Discussed during the pre-qualification meeting, we understand the funds allocated to many of the GO Bond Projects must be expended by certain dates. This completion date, which should be a comfortable date prior to this bond fund deadline, must be the absolute goal of all stakeholders. We understand several of the projects are designed in FY 19/20 and will not be funded until October 2021. Our proposed schedules take this into account.

The Shiff Team was specifically assembled for its experience with Parks and Streetscape Projects. Collectively, we have completed hundreds of new/renovated parks, streetscapes and athletic and recreational facilities through-out the tri-county area. In assembling this Team, we have also identified other local companies to either serve as consultants or subcontractors. Our list of core team members and initial proposed subcontractors is as follows:

Core Team Members

- Shiff Construction & Development, Inc- CMAR (Pompano Beach)
- DK Architects- Consulting Architects (Pompano Beach)
- Cms- Construction Management Services, MBE, CBE (Deerfield Beach)

Core Subcontractor Team Members

- Cutting Edge Industries (Pompano Beach)
- Fast-Dry Courts (Pompano Beach)
- LGT SportsTurf One (Boynton Beach)
- Landscape Service Professionals (Tamarac)
- WSD Contracting Inc (Oakland Park)
- Mancini Electric (Pompano Beach)
- Anixter Supply (Pompano Beach)

- Sunlight Landscape (Pompano Beach)
- Nu Turf Landscape (Pompano Beach)
- Triple Nickel Paving (Pompano Beach)
- Atlantic Southern Paving (Sunrise)

In our experience, using as many local companies as possible not only ensures a higher level of service and responsiveness, it keeps the dollars local which benefits everyone. After thoroughly reviewing the RFQ and the required scope of services, we felt it important to include not only potential subcontractors, but design professionals as well. Having another set of "design" eyes will be of great importance during the design and value engineering phase. While Shiff C|D has a licensed architect on staff, our Team also includes **DK Architects** headed by Andre Capi, a well-established Pompano Beach based architectural firm with extensive municipal design experience and Deerfield Beach based **Construction Management Services, Inc. (CMS)** headed by Keith Emery, an industry leader in Cost Estimating and Quantity Surveying. We believe the collaboration of both the Architect of Record (AOR) and design and estimating professionals representing the CMAR Team, will result in a project that is designed from the beginning that meets both the functional and aesthetic qualities of the RFQ but also the budgetary requirements. Our Team will work with the AOR in evaluating proposed plans, creating estimates and value engineering suggestions as the design progresses, so by the time the Construction Documents are 100%, our estimate of construction will be within the necessary budgetary range and a GMP can be established. As will be detailed later, as CMAR we also be responsible for creating and managing the construction schedule and creating best standards for construction.

While we will detail our experience later in Section 7, a brief list of completed projects that we have provided turn-key construction, synthetic turf installation and cost estimating (CE) services includes:

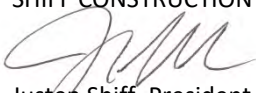
City of Miami Beach Flamingo Park Synthetic Turf Athletic Field- All Organic Infill	FLL Airport Landscape Mitigation- Owners Rep
City of Miami Beach Flamingo Park Recreational & Admin Facility	City of Dania Ocean park- CE
City of Miami Beach Domino Park	City of Pompano Beach Tennis Facility Irrigation
Orange Bowl Field at Harris Field Park	Village of Royal Pal Commons Park- CE
FIU Synthetic	City of Pompano 10 th Street Soccer Field Install
City of Miami Grapeland Park- CE Services	City of Pompano 10 th St/NE 5 th Ave Irrigation Install
Town of Davie Bamford Park Synthetic Turf Field	Doral Meadow Park Synthetic Turf Install
Weston Regional Park Synthetic Turf Install	Florida International University Synthetic Field

Each Project will be managed using Procore (<http://procore.com>) an industry leading provider of Construction Management software. Procore is a cloud-based construction software program that will our Team to manage several projects at one time. All areas of the project, from drawings, RFI's submittals, contracts and other will be collectively stored in a dedicated cloud-based project site. As Owner, The City of Pompano will be able to remotely monitor all aspects of the project.

Thank you again for providing The Shiff Team the opportunity to submit our Letter of Interest and accompanying qualifications to provide **Construction Management at Risk Services for RFQ P-07-19, Various Park Improvements Projects**. Working in tangent with the chosen design professional, we strongly believe our assembled team of construction management personnel, design and cost consultants and industry leading trade subcontractors will provide the City of Pompano Beach and its residents with well-constructed park facilities at a cost-effective price. Should you have any questions or should need any additional information please let us know. Thank you for your time and consideration.

Sincerely,

SHIFF CONSTRUCTION AND DEVELOPMENT, INC.


Justen Shiff, President
CGC1509764

Section 2- LETTER OF COMMITMENT

The Shiff Team is committed to utilizing the staff members listed below for all assigned projects. Should there be a need to substitute one of the below technical staff members, such request shall be made in writing and the proposed replacement shall meet or exceed the qualifications of the person being substituted.

Number of technical staff- 6

- 1 licensed General contractor**
- 3 licensed architects w/ 1 construction management**
- 1 Degree architecture**
- 1 degree in civil engineering and construction management**

b. Qualifications of technical staff:

i. Number of licensed staff- Core Team; 5

ii. Education of Staff:

Justen Shiff, BA Finance Florida State University, Licensed General Contractor

Kurt Bennett, BS Architecture, Florida Atlantic University, Master Construction Management, FIU, Licensed Architect

Andre Capi, Licensed Architect

Keith Emery, BA in Civil Engineering and Construction Management with a Higher National Certificate (H.N.C.) Diploma in Quantity Surveying and Estimating from the University of Lancashire (London, England)

Hector Gandia; BS Architecture Temple University

Graham Eagleson, BA Business; 30 years construction experience

iii. Experience of staff:- Please see attached resumes of key personnel in Section 8

Section 3- TECHNICAL APPROACH

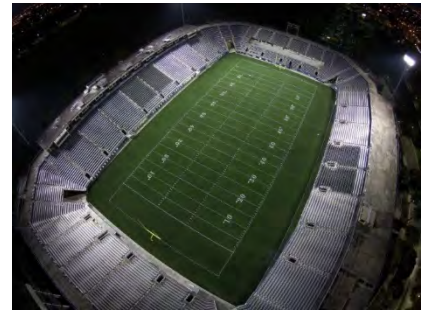
Construction is essentially the orchestration of individuals and organizations around common project goals. At Shiff we have a history of creating that team atmosphere with all project stakeholders including the owner, designers, subcontractors, and suppliers to achieve quality and on-time completion for the benefit of everyone on the team.

At Shiff we are always making improvements, whether through new technology, training or simply and usually most important, learning from previous projects. This improvement process has become a part of our culture. Our project managers and site superintendents actively work together to improve our management systems and document the changes for accountability.



We employ both Lean and Sustainable construction methods in all projects. Searching for ways to eliminate waste, salvage and recycle demolished materials, integrate cost saving techniques and improving quality are incorporated into every project.

Our confidence to commit and deliver a promised outcome stems from our expertise gained from self-performed work. Over the years we have developed the personnel and invested in management systems and capital equipment to self-perform site preparation and concrete work with our own crews. Whether self-performing portions of the project or serving in a straight management role, Shiff's in-house construction capabilities help set us apart.



As Construction Manager, our technical approach includes implementation of a wide gamut of services. While each project is a little different and requires a specific approach, the majority of such services include:

- Design Assist
- Budgeting & Cost Estimating
- Constructability Analysis
- Value Analysis
- Subcontractor Prequalification
- Bid Packaging & Procurement
- Bid Award
- Schedule Development
- Document Control
- Management Reporting
- Coordinating Mechanical, Electrical & Plumbing
- Staging and Laydown Analysis
- Construction Buyout
- Construction Phase Sequencing
- Real-Time Cost Feedback
- Building Information Modeling
- Total Cost of Ownership Analysis
- Quality Assurance



- Insurance Administration
- Contract Payment Administration
- Commissioning, Start-up
- Owner Move-in Planning and Management
- Project Close-Out
- Warranty Management

During the execution of a project, procedures for project control and record keeping are indispensable tools to our Team and other participants in the construction process. These tools serve the dual purpose of recording the financial transactions that occur as well as giving The Team an indication of the progress and problems associated with a project, usually well before an issue becomes a problem.

As indicated in the Letter of Interest, our Team utilizes Procore for all project management tasks. Because it is cloud-based and phone application friendly, Superintendents are able send RFI's, check submittals or other right in the field. We are able to review drawings, make notations and send to the design professionals for immediate review and consultation. These tools create a lot of time savings. We also utilize regular photo documentation tools from companies such as Multi-Vista who track the project and allow for a virtual review of the construction during and after completion. These tools allow our Team to produce more with less, hence being more efficient and cost-effective which is translated directly to the Project.

Section 4- SCHEDULE / COST CONTROL

Scheduling and cost control serve as the foundation for a successful project. Without an established schedule or accurate budget based on real-time information, the project and GMP will not succeed as planned. These two key factors must be established prior to project initiation as setting parameters provides cost and time frameworks which lays the groundwork for the tasks to follow. Simply put, without the schedule and budget baselines plans, one does not know where the project stands relative to planned schedule progress or planned budget performance.

As Construction Manager and General Contractor Shiff C|D has a nearly 15 year successful track record of completing projects on time and on-budget. We have never failed to complete a project within the established GMP. Our Team will utilize Microsoft Projects for the establishment of the project schedule. It is exceptionally important to include all stake holders in the creation, revision and finalization of the Project Schedule. This includes the owner, community and utility representatives, Construction Manager and all relevant subcontractors. We establish which items are on the Critical Path (CP) and which items can be completed concurrently and outside the CP. This ensures the Project continues to move forward despite any issues or unforeseen conditions discovered in the field.

In order to ensure the Project does not experience cost overruns or change orders, it is imperative the project's scope of work is accurately reflected in the construction documents. As CMAR, Shiff along with DK Architects and CMS will review the drawings at each level of completion and share these drawings with our prospective subcontractors. We will solicit their input as to any potential gaps or VE suggestions in the drawings and seek pricing at each level of design. As a result, by time drawings are complete and bid out, we should have an extremely high level of comfort on the numbers we are receiving.

As stated previously in the Letter of Interest, we understand many projects are funded by the GO Bond and must be expended by certain dates. This completion date, which should be a comfortable date prior to this bond fund deadline, must be the absolute goal of all stakeholders.

As requested, Please find below a brief list of three projects completed on-time and on-budget:

- City of Miami Beach Flamingo Park Recreational/Administration Building- Budget- \$950,831.78- Actual- \$950,931.78
- City of Miami Beach Flamingo Park Drainage & Synthetic Field Construction- Budget- \$875,319.46- Actual \$875,319.46
- City of Boca Raton South Beach Restroom- Budget \$146,761.12- Actual \$146,761.12

Due to the exceptional importance of creating the schedule and GMP, in addition to our own scheduling and cost estimating/control abilities, we have included, as shown above, as a core team consulting member, CMS, Inc. an industry leader in scheduling and cost estimating. CMS has provided both Scheduling and budget estimates for hundreds of projects since its inception. Below is a brief list of projects completed by CMS and additional information is provided in Section 8.

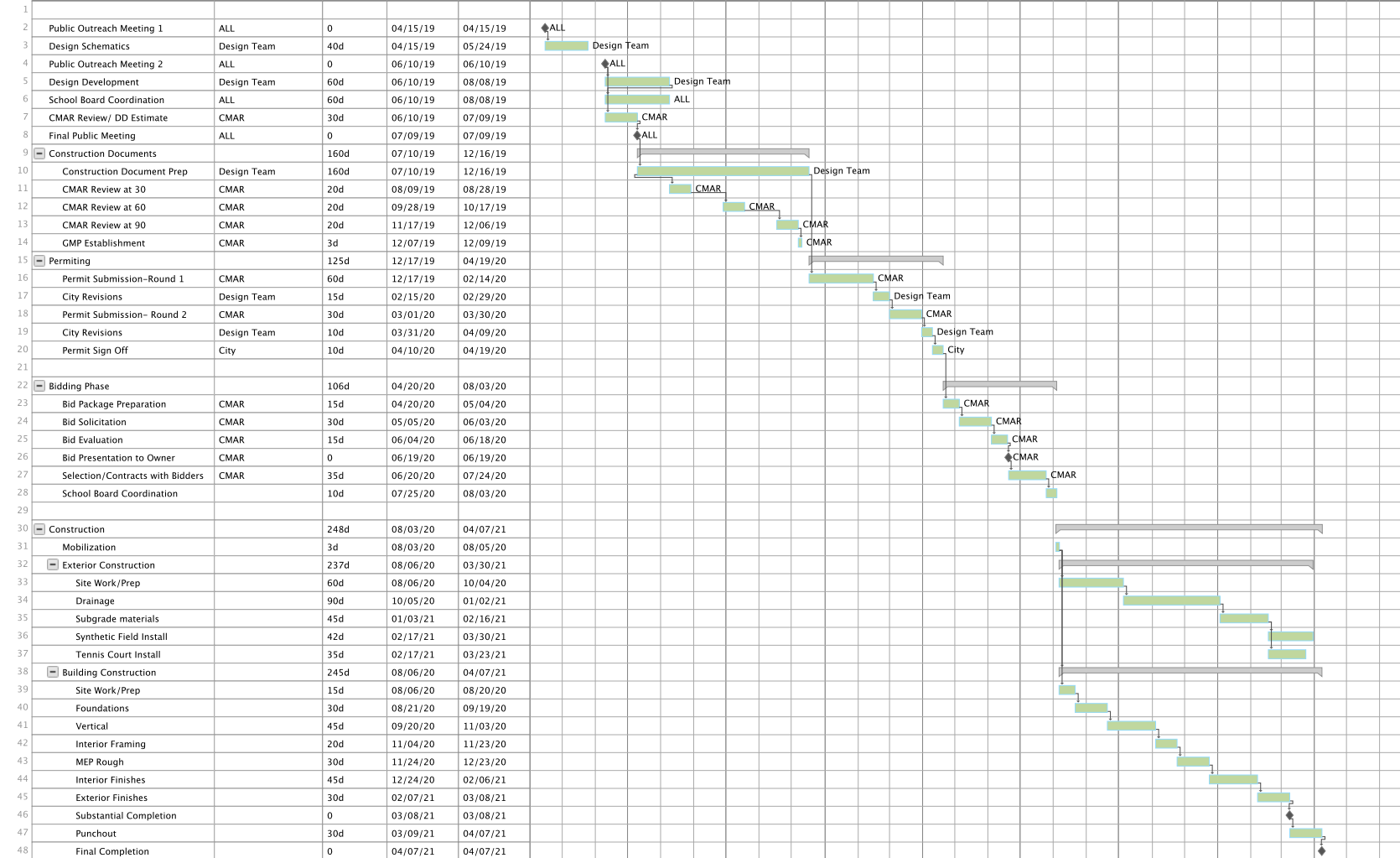
- **City of Miami, FL – Virginia Key Park**– Development of new park to be constructed on the roof of a parking garage and will extend to ground level; also, includes one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center building – Miami, FL (2019)

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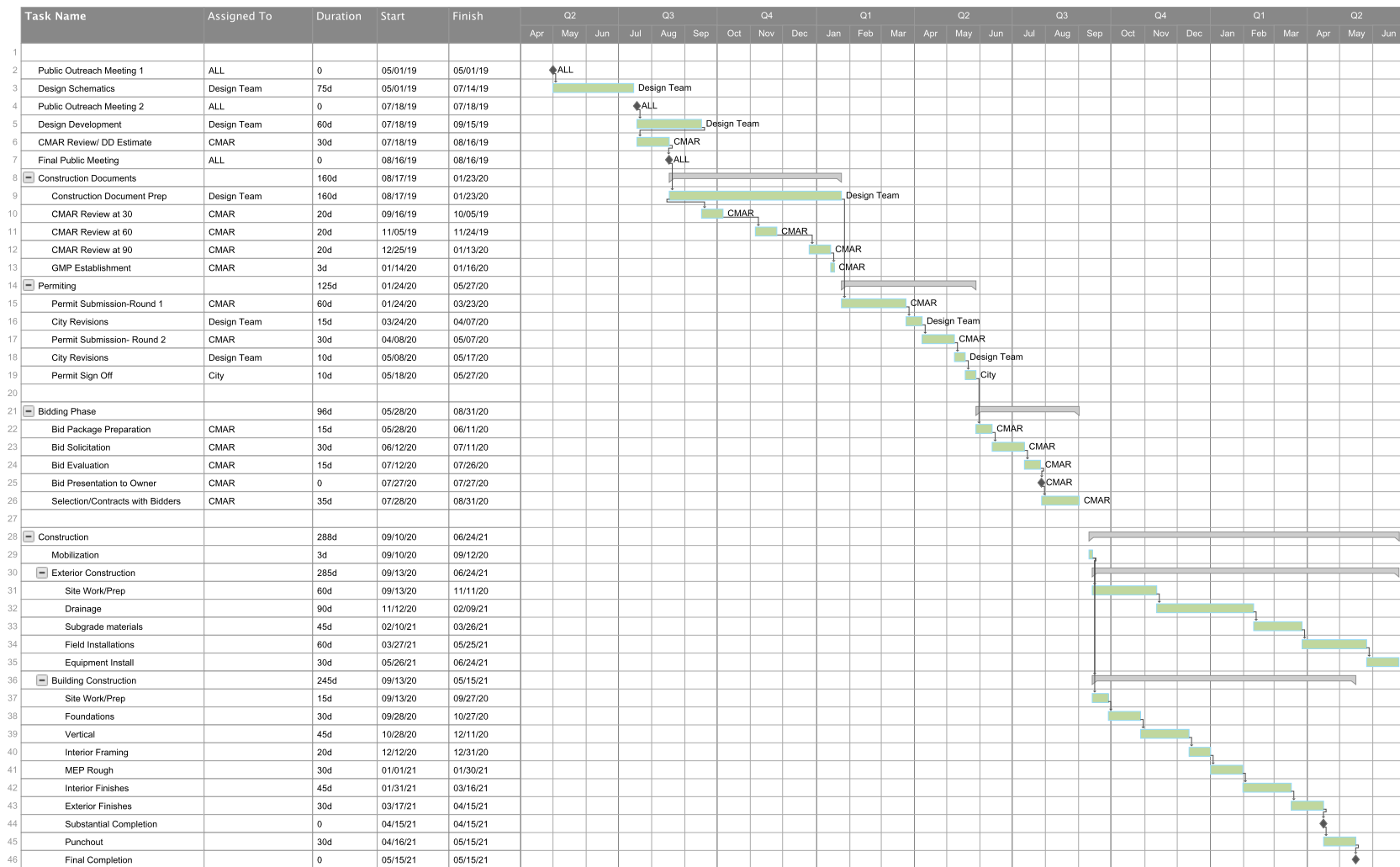
- **Gumbo Limbo Nature Center** – Renovation of existing facilities and construction of Entry Building, Aquarium Building, and 230-space Parking Garage – Boca Raton, FL (2018)
- **City of Tamarac, FL – Tamarac Village Park** – Development of new one-acre Park with stage, supporting building (to house restrooms, storage space and IT), splash pad area, greenspace and walkways (2018)
-
- **City of Miami Beach, FL – Future Community Park (former Par 3)** – Development of public park on land previously a golf course; Tennis Center, Restrooms and Shelters to be constructed (2016 – 2018)
-
- **Hollywood Community Redevelopment Agency (CRA) Nevada Parking Garage** – Construction of a new 7-story, 304-parking spaces, public Parking Garage – Hollywood, FL (2017)
-
- **Town of Cutler Bay, FL – Town Center Plaza** – Development of Park Area with Amenities – Cutler Bay, FL (2017)
-
- **The Underline, Phase I – Brickell Backyard** – Construction of a linear park and bicycle path under the Metrorail; also, includes a Dog Park – Miami, FL (2017 – 2018)
-
- **Las Olas Boulevard Corridor Improvements** – Redevelopment of Las Olas Corridor (from Intracoastal Waterway to SR A1A) which includes one (1), five-story parking garage with roof garden area, parking lots, landscaping, sidewalk renovation, site amenities, parks, promenades – Fort Lauderdale, FL (2014 - 2016)
- **City of Fort Lauderdale – Streetscapes** – SR A1A to Banyan/Poinsettia and Sebastian Streets improvements with new sidewalk, curb, street repaving/stripping, street signage, irrigation/landscaping, wave wall, lighting) – Fort Lauderdale, FL (2014 – 2015)
- **City of Coral Springs, FL – Sidewalk Improvements** – Improvements made along 110th Avenue (between Sample & Wiles Roads) – Coral Springs, FL (2016)
- **Lincoln Road District Master Plan (Infrastructure and Pedestrian Improvements)** – Demolition/reconstruction of a pedestrian promenade in retail/restaurant tourist district – Miami Beach, FL (2016 – 2017)
- **Sullivan Park Improvements** – Expansion and redevelopment of existing park by Deerfield Beach CRA which includes boat slips for transient boats, floating docks for canoes and kayaks, pedestrian boardwalk along the water's edge connecting to the Cove Shopping Center, and creation of pleasant park space – Deerfield Beach, FL (2015)
- **Aventura Park (188th Street Park)** - Development of a new park alongside water (includes: Waterfront Walkway, Bulkhead or Marine Construction, Playground with Canopy, Exercise Area/Equipment with Canopy, Site Furnishings [i.e. Benches, Waste Receptacles, Bicycle Racks, Park Tables/Chairs, Bollards, Grills, etc. – Aventura, FL (2015)
- **Ocean Park Revitalization** – (Refurbishment of the existing park which includes restroom buildings renovation, new kayak building, new pedestrian drop-off/pickup area at park entrance, furnishings (benches, grills, trash receptacles, picnic tables, hammock, volleyball nets & wood supports), new dumpster, sand dune restoration, lighting, and landscaping) – Dania Beach, FL (2015)
- **Pompano Beach Boulevard Restrooms (North & South) Upgrades and Streetscape Improvements** – Phases I & II – Beautification of Beach Plaza area with Outdoor Theater, Landscaping, Furnishings, new Sidewalks,

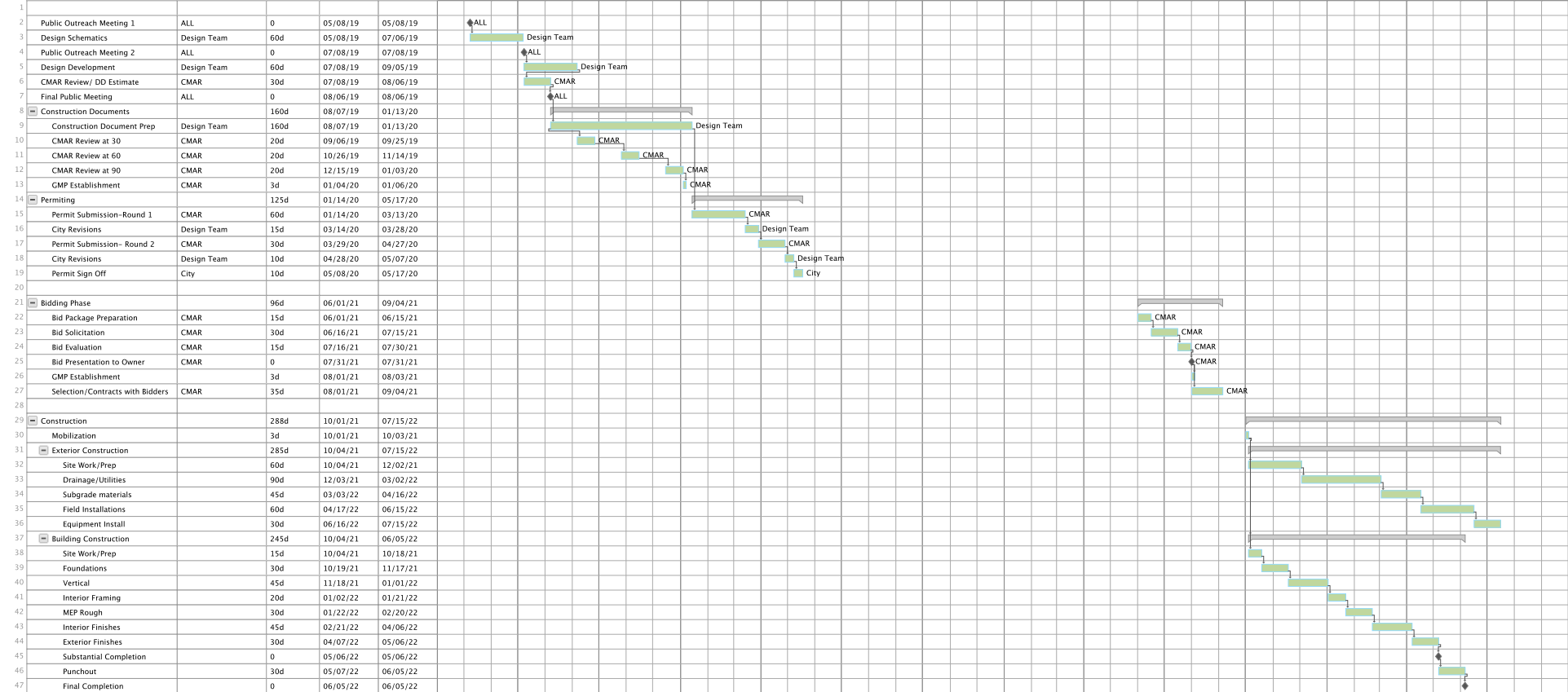
and Public Restroom Interior / Exterior Improvements, and new underground Utilities Systems – Pompano Beach, FL (2011 – 2012)

- **Museum Park Miami** – Development of new Park on south side of future new Museum of Art and new Science Museum; project included Maintenance/Restroom/Concession/Storage Building, Underground Parking Garage, Restaurant, Gardens/Terraces, Signature Bridge, Observation Platform, Bay Walks and Slips) – Miami, FL (2009 – 2010)
- **City of Sunny Isles Beach, FL** – Development of new Heritage Park and Parking Garage (2008)
- **Countess de Hoernle Park** – Development of new Park which includes 4 Baseball and 4 Soccer Fields, Baseball and Soccer Buildings, Restroom and Pavilion Building – Boca Raton, FL (2007)
- **Everglades Holiday Park** – Development of new Sportsmen's Park which included Welcome Center, Cabins, Museum, Zoological Garden, Pavilion, and Restaurant – Fort Lauderdale, FL (2007)
- **Vista View Park Expansion** – Development of new park with Administrative/Maintenance Building, Horse Trails, Fitness Trails, Children's Playground Area, Exercise Stations, Picnic Shelters, Restroom Buildings, Nature/Jogging/Horse Trails, Floating/Fishing/Boating Docks, Basketball Courts, Paved Pathways for Jogging/Walking/Bicycling/In-line Skating, and Tree Removal/Landscaping, CMS provided Cost Estimating and Contract Administration – Davie, FL (2006 – 2007)
- **Palm Beach County Bikeways, Greenways and Trails Concept Plan** – throughout Palm Beach County, FL (2005)
- **Broward County Downtown Campus Master Plan** – Redevelopment/Revitalization of four city blocks that includes Hotels, Apartments/Condominiums, Office Space, Retail Space, Parking Garage and City Hall) – Fort Lauderdale, FL (2004)
- **North Palm Beach County Natural Lands Master Plan** – Northeast Everglades Natural Area Development of Parks, Recreational Trails, and Activity Centers – Palm Beach County, FL (2004)
- **Greenway Development and NW 21st Street Improvements** – Beautification/Improvements of one-mile trail along State Road 7 – Lauderdale Lakes, FL (2002)
- **Broward County Greenways Corridor Plan** – Sidewalk, Landscaping, Lighting Beautification – Fort Lauderdale, FL (2001)
- **Halpatiokee Regional Park – Phase I** – Site Improvements which included Landscape, Irrigation, Site Electric, Baseball Fields, Soccer Fields, Tennis Courts, Roller Hockey Rink, Site Furnishings, Maintenance Building and Concession Buildings) – Stuart, FL (2001)
- **South County Regional Park** – Tennis Center Improvements – Boca Raton, FL (2001)
- **Sunrise Boulevard Streetscape Improvements** – Sidewalk, Landscaping, Lighting Beautification) – Fort Lauderdale, FL (2000)
- **Hollywood Central Performing Arts Center & Visual Arts Building with Park Area** – 10-Acre area of downtown Hollywood would be home to new Cultural Center Building with new park area, site amenities, and roadwork to Young Circle) – Hollywood, FL (1999, 2002, 2005, 2007)

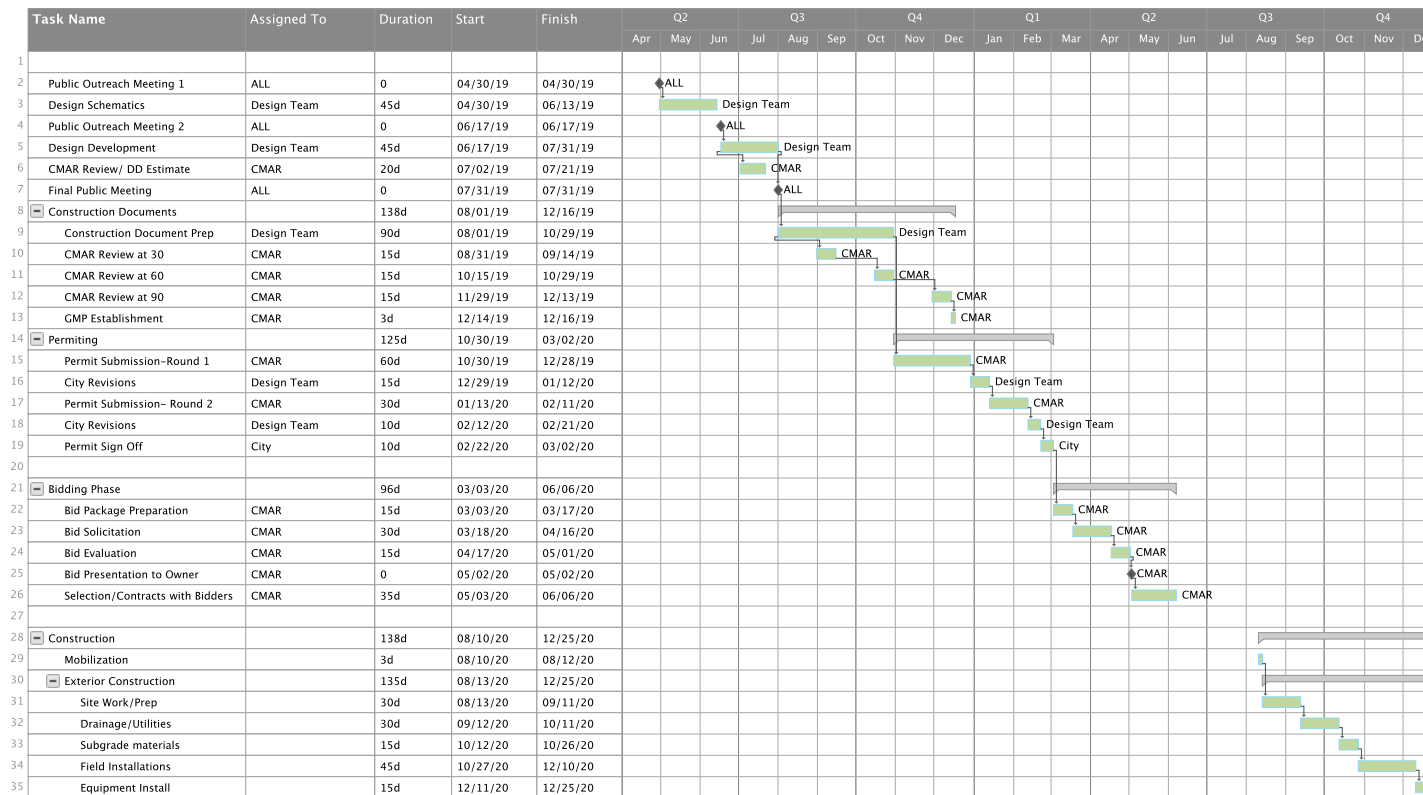


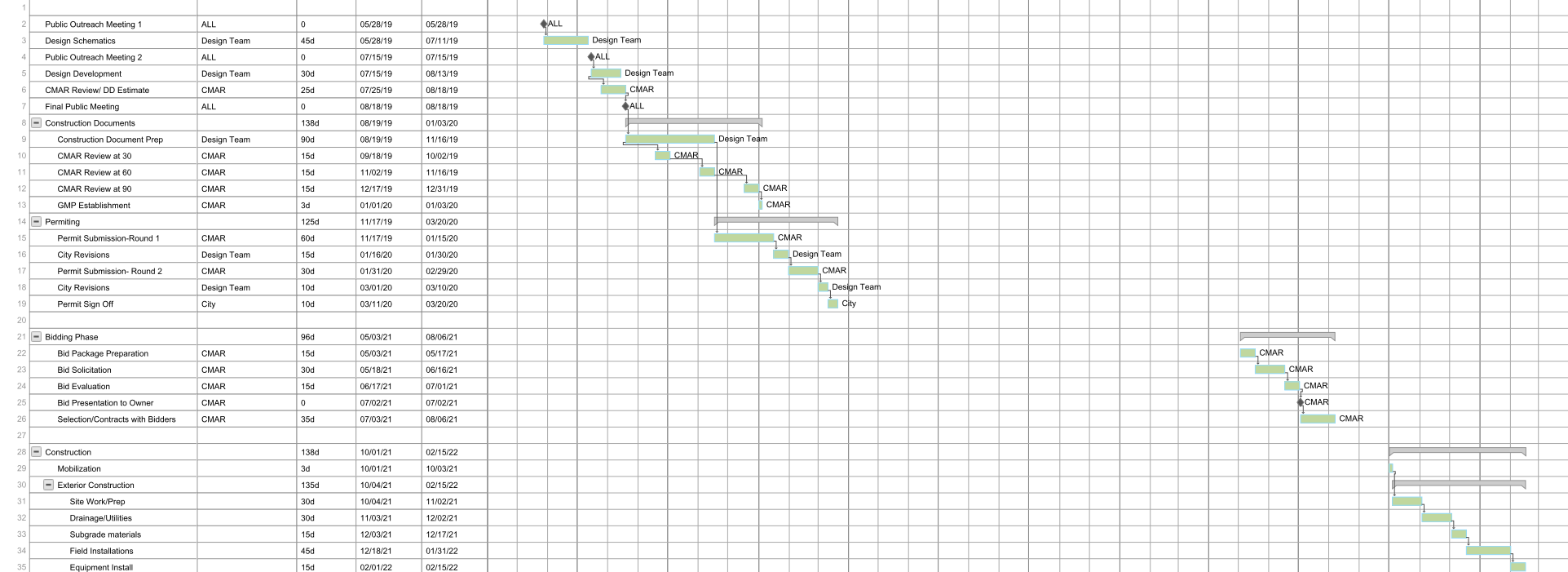
Youth Sports Complex Proposed Schedule



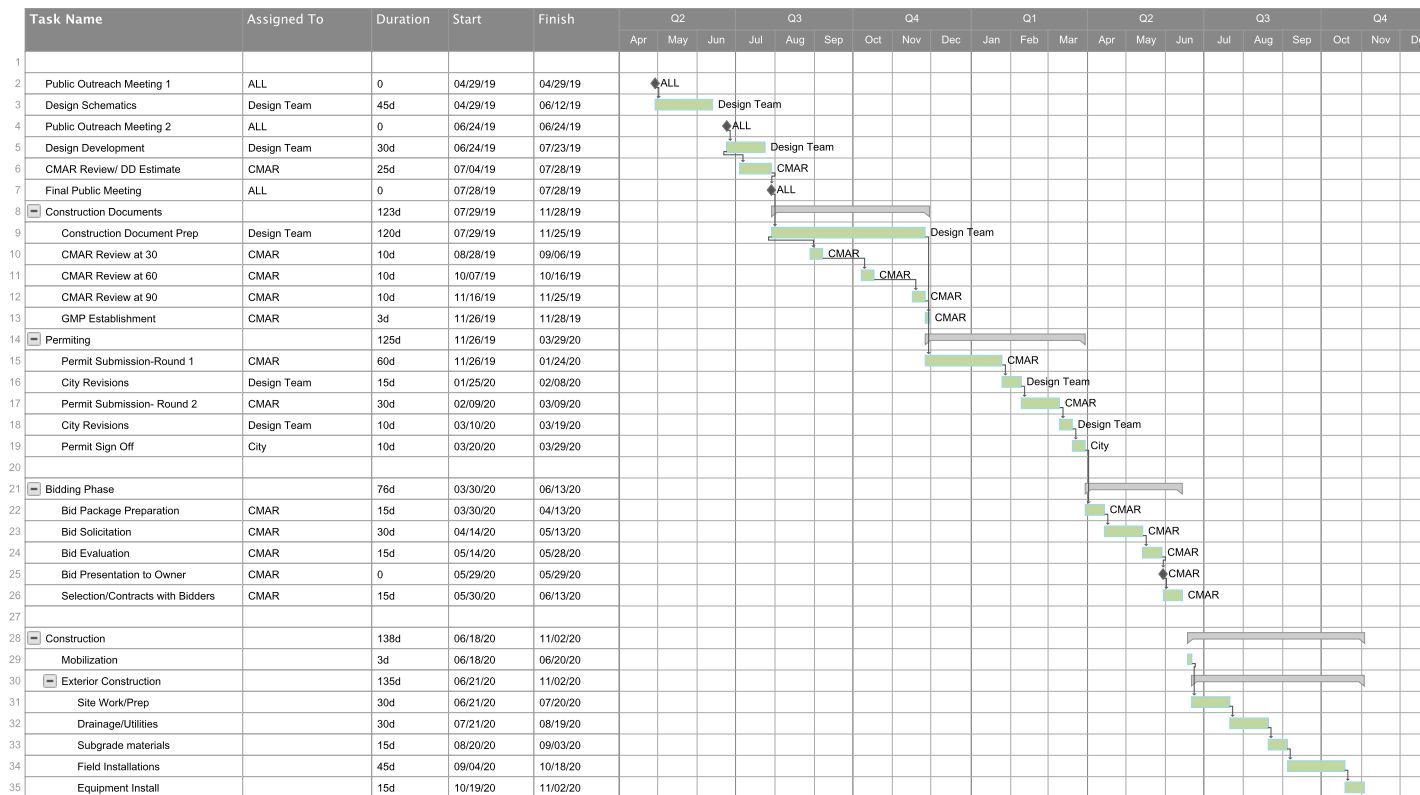


North Pompano Park Proposed Schedule

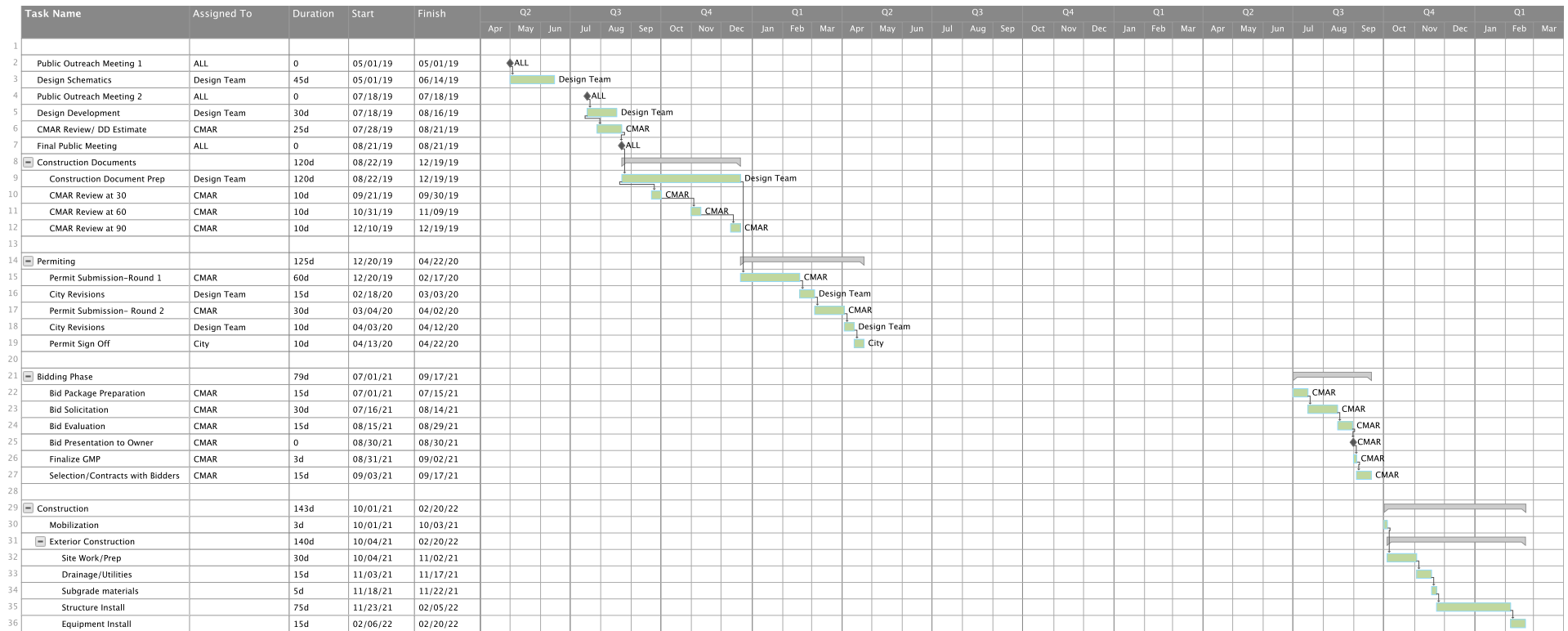




Mitchell Moore Park Proposed Schedule



Centennial Park Proposed Schedule



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PARK PROJECTS EXPERIENCE

City of Miami – Grapeland Park



In 2005 CMS provided a Change Order Analysis for this \$4,192,918.00 Capital Improvements project involving the removal of approximately 48,400 tons of material to be removed, hauled away and backfilled, taking approximately a four-month time period.

City of Boca Raton – Countess deHoernle Park (aka: Spanish River Athletic Facility)



In 2007 CMS provided Construction Documents Cost Estimating for the development of a new park which would include 4 Baseball Fields, Baseball Building = 5,110.88 SF, 4 Soccer Fields, a Restroom and Pavilion Building as well as Parking and Vehicular Access.
Total Probable Cost = \$22,393,190.00

Village of Royal Palm Beach – Commons Park



In 2007 CMS provided Design Development Cost Estimating for the construction of New Clubhouse, Sporting Center, and Restroom Facility.
Total Probable Cost = \$6,543,018.00

City of Miami – Museum Park Miami



In 2009 and 2010 CMS provided Schematic Design, Design Development, and Construction Documents Cost Estimating for the development of an open park with site amenities that would be located on the south side of a future new museum, and also for the construction of a new underground parking garage on the premises;
Total Probable Cost for Park Development = \$46,380,947.00; Total Probable Cost for Underground Parking Garage = \$13,892,316.00

Continued...

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

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S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

Continued...

City of Dania Beach – Ocean Park



In 2015 CMS provided Design Development and Construction Documents Cost Estimating for the revitalization of Ocean Park which included the restroom buildings renovation, new kayak building, new pedestrian drop-off/pickup area at park entrance, furnishings (benches, grills, trash receptacles, picnic tables, hammock, volleyball nets & wood supports), new dumpster, sand dune restoration, lighting, and landscaping)

Site Size for Phase I only = 76,000 SF

Total Probable Cost = \$2,694,212.00

City of Deerfield Beach – Sullivan Park



In 2014 CMS provided Construction Documents Cost Estimating for the expansion and redevelopment of the park, working with the Community Redevelopment Agency of Deerfield Beach. This project included boat slips for transient boats, floating docks for canoes and kayaks, pedestrian boardwalk along the water's edge connecting to the Cove Shopping Center, a restroom building (1,520 SF), and the creation of a pleasant park space.

Site Work = 130,519 SF

Total Probable Cost = \$4,672,410.00

Broward County – Vista View Park (Davie)



This Broward County Regional Parks Group project involved the development of unused section of the existing park (Project Site = 104.53 acres; 70 acres were expanded from original park). In 2006 CMS provided Budget Development, Schematic Design, Design Development, and Construction Documents Cost Estimating which included construction of a maintenance building, administrative office building; restroom buildings; picnic shelters; children's playground; fitness trails with exercise stations; horse trail; paved pathways for jogging, walking, bicycling and in-line skating; fishing and boating docks; basketball courts; and picnic shelters. In 2009 CMS also served as Project Manager/Contract Administrator/Inspector for this venture.

Total Probable Cost = \$8,378,472.00

Continued...

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

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PARK PROJECTS EXPERIENCE

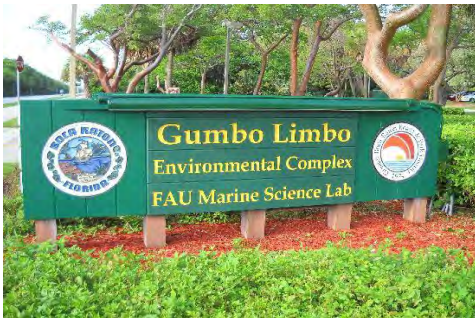
Continued...

City of Miami with Miami-Dade County (Transportation & Public Works Department/Parks & Recreation Department) – The Underline, Phase I – Brickell Backyard



In 2017 and 2018 CMS provided Construction Documents Cost Estimating for the development of a 10-mile linear, urban park located under the Metrorail which will consist of pedestrian trails, bicycle trails, an outdoor gym, picnic pockets, a dog park, and living-art destination areas—all landscaped with native vegetation (estimating also included contaminated soil remediation). CMS only estimated the first ½ mile, which is the Brickell Backyard segment, and will run through the most “urbanized” section of the project. Total Probable Cost = \$10,783,157.00

City of Boca Raton – Gumbo Limbo Nature Center



In 2018 CMS provided Conceptual Cost Estimating for the upgrading/renovation Gumbo Limbo Nature Center. The Center has a sea turtle rescue rehab and runs turtle nesting go-sees at Boca Raton beaches. The center offers classes and gets an average of 200,000 visitors a year. However, there are only 59 parking spaces and most of the center was built in the 1984s, so it needed an upgrade. CMS provided Cost Estimating services for new construction which included a parking garage (230 spaces), entry building, auditorium/classroom building, aquarium building and renovation of existing facilities. The buildings' total size = 30,000 SF; the parking garage = 230 spaces. Total Probable Cost = \$64,281,896.00

City of Miami Beach – Future Community Park (former Par 3)



In 2018 CMS provided Design Development and Construction Documents Cost Estimating services for the development of new 19-acre public park located on a former golf course. The park would include tennis courts/center shelters, restrooms, yoga garden, butterfly garden, and a small lake and wetlands area with surrounded by a boardwalk, an amphitheater, dog park, waterfall feature, walkways, fitness center, children's play area, lighting, landscaping, and parking lots.

Total Probable Cost = \$15,308,422.00

Continued...

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

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S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

Continued...

City of Miami – Virginia Key Park



In 2019 CMS provided Conceptual Cost Estimating for the development of new park which will be created on the roof of newly-constructed, one-story parking garage. The park will extend to ground level as well. The project will also include one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center Building. The project site size = 20+ acres; Visitors Center = 10,000 SF; Parking Garage = 500 spaces.

Total Probable Cost = \$227,215,199.00

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

Section 5- PROJECT TEAM FORM

Please see attached.

**COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM.
PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY 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-07-19

Federal I.D.# 20-2918602

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Justen Shiff</u>	<u>19</u>	<u>BA Finance, GC</u>
Project Manager	<u>Kurt Bennett</u>	<u>12</u>	<u>BS Architecture</u>
Asst. Project Manager	<u>Hector Gandia</u>	<u>15</u>	<u>BS Architecture</u>
Other Key Member	<u>Graham Eagleson</u>	<u>18</u>	<u>BA Business</u>
Other Key Member	<u></u>	<u></u>	<u></u>

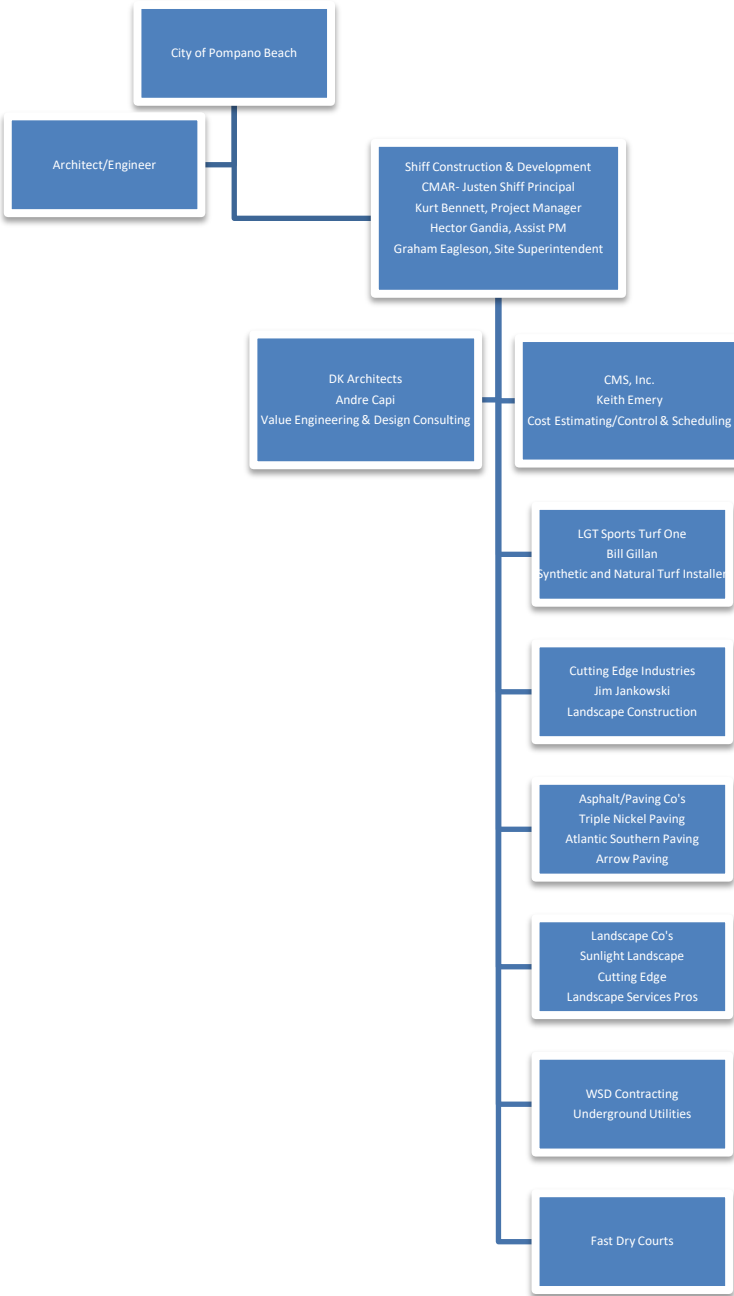
SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>Keith & Associates</u>	<u>Damian Leslie</u>
	<u></u>	<u></u>
Landscaping	<u>Landscape Services Pros-Tamarac</u>	<u>Kamen Burn</u>
	<u>Sunlight Landscape-Pompano; Cutting Edge- Pomano</u>	<u>Jim Jankowski</u>
Engineering	<u>DK Architects</u>	<u>Andre Capi, AIA</u>
	<u>24 NE 24th Ave, Pompano Beach</u>	<u></u>
Other Key Member	<u>CMS-Construction Management, Inc.</u>	<u>Keith Emery</u>
	<u>10 Fairway Dr, Suite 301, Deerfield Beach</u>	<u></u>
Other Key Member	<u>LGT SportsTurf One</u>	<u>Bill Gillan</u>
	<u>Atlantic Southern Paving, Sunrise</u>	<u>James Reese</u>
Other Key Member	<u>Triple Nickel Paving , Pompano Beach</u>	<u>Daniel Maglio</u>
	<u>Fast Dry Courts</u>	<u>Trimmer Detmor</u>

(use attachments if necessary)

Section 6- ORGANIZATIONAL CHART

Please see below representative organizational chart that will applied to each project. Although Owner is at the top of the hierarchy chart, we anticipate more of a collaborative team approach where CMAR will rather work in conjunction with Owner as opposed to for Owner. Shiff has a long-standing relationship with the City of Pompano Beach and we feel that our success in the City has been greatly due to the Owner-Contractor partnership in completing projects on-time and on-budget. Along with the City, The Shiff Team will work closely with the selected Architectural/Engineering A/EOR firm. As Principal, Justen Shiff will work closely with the Principal of the A/EOR as we set the initial parameters of the project and work through all the details to final completion. As CMAR, we will orchestrate our sub-consultants, DK Architects and CMS as shown. Once the design drawings have commenced, we will incorporate our proposed subcontractors in providing real-time cost information. As the design drawings proceed, these costs will be updated to the point where a GMP can be established prior to 100% completed drawings.



Section 7- STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

In assembling our Team, Shiff as CMAR identified local and regional companies that are “best in industry”. In determining what Team Members should be selected, the scope of services for each proposed project needed to be reviewed and then a decision was made as to which firms would provide complementary, not duplicate, services to Shiff. In that review and based on the Pre-Prebid meeting, we felt, while all aspects of the project was important, there were three “critical” areas most important to the City of Pompano. These areas of critical importance are Cost estimating and Control, Scheduling and Ability to complete the project on-time, within GMP.



While Shiff C|D has a nearly 15 year successful track record of performing these three “areas” in perfect synergy, we felt it important to include other industry leaders in the field of Cost Estimating/Control/Scheduling and Value Engineering (VE). Fortunately South Florida is a hub for highly skilled design and construction services professionals.

As detailed in the RFQ and discussed during the pre-bid, value-engineering will be a considerable aspect of the project. As CMAR we will work closely with the assigned design firm, whether it be K&A, BA or WZA Architects. As mentioned earlier, our firm has extensive experience is likely familiar working with all three firms and are currently working with K&A and WZA on several projects.



Design and Cost Estimating

As the design begins and progresses, our Team will be tasked with reviewing the drawings at different percentages of completion. During this review we will conduct VE analysis and make recommendations and/or suggestions to the drawings with the goal improving the functionality while reducing potential costs. To assist Shiff in this endeavor, we have enlisted the assistance of DK Architects, a Pompano Beach architectural and consulting firm.



As the City is likely familiar, **DK Architects** is an exceptional architectural firm with a extensive background in municipal design. They have extensive track record working on streetscape and related projects as detailed below. DK will be tasked

with reviewing each set of drawings and in collaboration with Shiff, making recommendations to the drawings that will both enhance the quality while reducing the proposed costs.



In conjunction with DK, we have asked **CMS, Inc.**, a minority owned Deerfield Beach based cost and scheduling consultant to join the Shiff Team as a core team member. CMS is an industry leader in estimating and scheduling and has worked on



hundreds of projects since the firm's inspection nearly 50 years ago. Headed by Keith Emery, CMS has an unparalleled track record of helping projects stay on time and on budget. CMS, as shown below, has extensive background on Parks and streetscape projects.

Synthetic and Natural Turf Field & Tennis Court Contractor

In addition to our Core Team, we have also identified industry leading local and regional subcontractors that we anticipate will perform work based on the proposed scope of services. These firms include LGT SportsTurf One, one of the nations leading experts in the installation of



synthetic and natural turf fields and Fast-Dry Courts, an award-winning tennis court contractor with nearly 5,900 courts completed. SportsTurf One has completed well over a hundred athletic fields at locations across the United States. They recently completed a synthetic soccer field with 100% organic infill for Shiff at Flamingo Park in Miami Beach. Fast-Courts completed the Irrigation and clay court installation for Shiff at the Pompano Beach Tennis Facility.



Streetscape, Pavement @ Underground Contractors

We have also included area and regional leading site and streets contractors including Pompano Beach based Triple Nickel Paving, Sunrise based Atlantic Southern Paving and WSD Contracting Inc. These proposed contractors have extensive experience in roadway, underground utilities and streetscape projects. Shiff works with all these companies and is confident they, in addition to other qualified asphalt and paving companies will be able to provide the complete range of site work, including asphalt paving, sidewalks, drainage and other, at the most cost effective market rates.



Landscape Contractors

Shiff Construction works with several exceptional landscape companies who we anticipate will provide landscaping on the various parks and streetscape Projects. They include Landscape Service Professionals, Cutting Edge Industries and Sunlight Landscape. All companies are well-established landscape contractors capable of providing the highest level of landscape services available in South Florida.

We strongly believe our core Team of Shiff as CMAR, DK Architects and CMS Inc together with our core team of prospective subcontractors will be able to provide the City of Pompano Beach and its residents with exceptional service and quality for each prospective assigned project.

Please find below a list of representative projects completed by each of the Team members.

Shiff Construction Representative List:



- City of Miami Beach Flamingo Park Recreational Facility
- City of Miami Beach Flamingo Park Synthetic Turf Athletic Field- All Organic Infill
- City of Miami Beach Domino Park
- Fort Lauderdale International Airport Landscape Mitigation Owner's Representation Project
- City of Pompano Beach 10th St Soccer Field Installation
- City of Pompano Beach 10th St and NE 5th Avenue Irrigation Improvements
- City of Pompano Beach North Broward Park Recreation Bldg & Site Renovation
- City of Pompano Beach North Broward Park Site Irrigation
- Boca Raton Blue Lake Erosion/Safety Control, Landscape & Site Work @ Spanish River Library
- Spanish River Park Tunnel Restoration and AIA Guardrail Replacement
- City of Pompano Beach McNair Park Concession Building Renovation
- City of Deerfield Beach Ocean Drive Paver Installation-2017
- City of Deerfield Beach 3rd Avenue Harmonization Project-2017
- City of Miami Beach South Pointe Brick Paver Install-2017
- City of Miami Beach Biscayne Pointe Entryway Project-2018
- City of North Miami Beach Entryway Signage Projects- 2016
- City of Coral Springs Turtle Run Median Cut and Turn Lane Install- 2019
- City of Coral Springs City Wide Sidewalk Installation- 2017
- City of Boca Raton Red Reef Park Central Bathroom and Site Improvements-current
- City of Boca Raton Red Reef Park North Bathroom and Site Improvements-current
- City of Boca Raton South Beach Pavillion Restroom & Site Renovation- 2018
- City of Boca Raton South Beach Restroom and Site Renovations- 2018

Construction Management Services, Inc.

- **City of Miami, FL – Virginia Key Park**– Development of new park to be constructed on the roof of a parking garage and will extend to ground level; also, includes one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center building – Miami, FL (2019)
- **Gumbo Limbo Nature Center** – Renovation of existing facilities and construction of Entry Building, Aquarium Building, and 230-space Parking Garage – Boca Raton, FL (2018)
- **City of Tamarac, FL – Tamarac Village Park** – Development of new one-acre Park with stage, supporting building (to house restrooms, storage space and IT), splash pad area, greenspace and walkways (2018)
- **City of Miami Beach, FL – Future Community Park (former Par 3)** – Development of public park on land previously a golf course; Tennis Center, Restrooms and Shelters to be constructed (2016 – 2018)
- **Hollywood Community Redevelopment Agency (CRA) Nevada Parking Garage** – Construction of a new 7-story, 304-parking spaces, public Parking Garage – Hollywood, FL (2017)
- **Town of Cutler Bay, FL – Town Center Plaza** – Development of Park Area with Amenities – Cutler Bay, FL (2017)
- **The Underline, Phase I – Brickell Backyard** – Construction of a linear park and bicycle path under the Metrorail; also, includes a Dog Park – Miami, FL (2017 – 2018)
- **Las Olas Boulevard Corridor Improvements** – Redevelopment of Las Olas Corridor (from Intracoastal Waterway to SR A1A) which includes one (1), five-story parking garage with roof garden area, parking lots, landscaping, sidewalk renovation, site amenities, parks, promenades – Fort Lauderdale, FL (2014 - 2016)
- **City of Fort Lauderdale – Streetscapes** – SR A1A to Banyan/Poinsettia and Sebastian Streets

improvements with new sidewalk, curb, street repaving/stripping, street signage, irrigation/landscaping, wave wall, lighting) – Fort Lauderdale, FL (2014 – 2015)

- **City of Coral Springs, FL – Sidewalk Improvements** – Improvements made along 110th Avenue (between Sample & Wiles Roads) – Coral Springs, FL (2016)
- **Lincoln Road District Master Plan (Infrastructure and Pedestrian Improvements)** – Demolition/reconstruction of a pedestrian promenade in retail/restaurant tourist district – Miami Beach, FL (2016 – 2017)
- **Sullivan Park Improvements** – Expansion and redevelopment of existing park by Deerfield Beach CRA which includes boat slips for transient boats, floating docks for canoes and kayaks, pedestrian boardwalk along the water's edge connecting to the Cove Shopping Center, and creation of pleasant park space – Deerfield Beach, FL (2015)
- **Aventura Park (188th Street Park)** - Development of a new park alongside water (includes: Waterfront Walkway, Bulkhead or Marine Construction, Playground with Canopy, Exercise Area/Equipment with Canopy, Site Furnishings [i.e. Benches, Waste Receptacles, Bicycle Racks, Park Tables/Chairs, Bollards, Grills, etc. – Aventura, FL (2015)
- **Ocean Park Revitalization** – (Refurbishment of the existing park which includes restroom buildings renovation, new kayak building, new pedestrian drop-off/pickup area at park entrance, furnishings (benches, grills, trash receptacles, picnic tables, hammock, volleyball nets & wood supports), new dumpster, sand dune restoration, lighting, and landscaping) – Dania Beach, FL (2015)
- **Pompano Beach Boulevard Restrooms (North & South) Upgrades and Streetscape Improvements** – Phases I & II – Beautification of Beach Plaza area with Outdoor Theater, Landscaping, Furnishings, new Sidewalks, and Public Restroom Interior / Exterior Improvements, and new underground Utilities Systems – Pompano Beach, FL (2011 – 2012)
- **Museum Park Miami** – Development of new Park on south side of future new Museum of Art and new Science Museum; project included Maintenance/Restroom/Concession/Storage Building, Underground Parking Garage, Restaurant, Gardens/Terraces, Signature Bridge, Observation Platform, Bay Walks and Slips) – Miami, FL (2009 – 2010)
- **City of Sunny Isles Beach, FL** – Development of new Heritage Park and Parking Garage (2008)
- **Countess de Hoernle Park** – Development of new Park which includes 4 Baseball and 4 Soccer Fields, Baseball and Soccer Buildings, Restroom and Pavilion Building – Boca Raton, FL (2007)
- **Everglades Holiday Park** – Development of new Sportsmen's Park which included Welcome Center, Cabins, Museum, Zoological Garden, Pavilion, and Restaurant – Fort Lauderdale, FL (2007)
- **Vista View Park Expansion** – Development of new park with Administrative/Maintenance Building, Horse Trails, Fitness Trails, Children's Playground Area, Exercise Stations, Picnic Shelters, Restroom Buildings, Nature/Jogging/Horse Trails, Floating/Fishing/Boating Docks, Basketball Courts, Paved Pathways for Jogging/Walking/Bicycling/In-line Skating, and Tree Removal/Landscaping, CMS provided Cost Estimating and Contract Administration – Davie, FL (2006 – 2007)
- **Palm Beach County Bikeways, Greenways and Trails Concept Plan** – throughout Palm Beach County, FL (2005)
- **Broward County Downtown Campus Master Plan** – Redevelopment/Revitalization of four city blocks that includes Hotels, Apartments/Condominiums, Office Space, Retail Space, Parking Garage and City Hall) –

Fort Lauderdale, FL (2004)

- **North Palm Beach County Natural Lands Master Plan** – Northeast Everglades Natural Area Development of Parks, Recreational Trails, and Activity Centers – Palm Beach County, FL (2004)
- **Greenway Development and NW 21st Street Improvements** – Beautification/Improvements of one-mile trail along State Road 7 – Lauderdale Lakes, FL (2002)
- **Broward County Greenways Corridor Plan** – Sidewalk, Landscaping, Lighting Beautification – Fort Lauderdale, FL (2001)
- **Halpatiokee Regional Park – Phase I** – Site Improvements which included Landscape, Irrigation, Site Electric, Baseball Fields, Soccer Fields, Tennis Courts, Roller Hockey Rink, Site Furnishings, Maintenance Building and Concession Buildings) – Stuart, FL (2001)
- **South County Regional Park** – Tennis Center Improvements – Boca Raton, FL (2001)
- **Sunrise Boulevard Streetscape Improvements** – Sidewalk, Landscaping, Lighting Beautification) – Fort Lauderdale, FL (2000)
- **Hollywood Central Performing Arts Center & Visual Arts Building with Park Area** – 10-Acre area of downtown Hollywood would be home to new Cultural Center Building with new park area, site amenities, and roadwork to Young Circle) – Hollywood, FL (1999, 2002, 2005, 2007)

DK Architects

- Historic Bank Building/Bailey Hotel Rehabilitation
- Historic Ali Cultural Center
- Ali Block Development Site Plan
- 165 Kitchen
- CRA Office Remodel
- Urban Farm
- Briny Avenue Utility Underground and Streetscape Improvements
- North Pompano Park Level 3 Alteration

LGT SportsTurf One

Please see attached completed project sheets for SportsTurf One and other firms included herein.

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S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARTIAL LIST OF URBAN DESIGN EXPERIENCE

(Provided Cost Estimating Services)

- **City of Miami, FL – Virginia Key Park**– Development of new park to be constructed on the roof of a parking garage and will extend to ground level; also, includes one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center building – Miami, FL (2019)
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Continued...

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

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Partial List of Urban Design Experience (Provided Cost Estimating Services)

- **Sullivan Park Improvements** – Expansion and redevelopment of existing park by Deerfield Beach CRA which includes boat slips for transient boats, floating docks for canoes and kayaks, pedestrian boardwalk along the water's edge connecting to the Cove Shopping Center, and creation of pleasant park space – Deerfield Beach, FL (2015)
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QUANTITY SURVEYORS

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CONSTRUCTION MANAGERS

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S CONSTRUCTION MANAGEMENT SERVICES, INC.**ROAD WORK / PARK DEVELOPMENT PROJECTS**

Project Name / Location	Nature of Work	Cost of Project \$	Year CMS Completed Services	Owner's Name / Address / Phone
South Pointe Park – Improvements Miami Beach, FL (Project Site Size = 696,960 SF; New Pavilion Building = 3,523 SF; Vehicular Storage = 3,300 SF; also, walking path, children's playground landscaping, landform to serve as viewing area)	Construction Documents Cost Estimating	16,464,485	2006	City of Miami Beach c/o Hargreaves Associates 180 Varick Street, Suite 1304 New York, NY 10014 Contact: Jamie Maslyn Title: Associate Phone: (212) 337-9973
South County Regional Park – Phase IIA Boca Raton, FL (Development /construction of new Golf Course and Comfort Stations)	Master Plan / Schematic Design / Design Development / Construction Documents Cost Estimating	6,644,528	2006	Palm Beach County c/o Heller-Weaver & Sheremeta, Inc 310 SE First Street, Suite #4 Delray Beach, FL 33483 Contact: Tracy L. Ward, P.E. Title: Project Manager Phone: (561) 243-8700
Indian Creek Drive - Water & Sewer Projects: (A. Proposed 12" Water Main along Indian Creek Drive [between 26 th Street and 42 nd Street] = \$2,710,616; B. 24" PVC Sanitary Sewer Lines along Indian Creek Drive = \$1,779,231) Miami Beach, FL	Construction Documents Cost Estimating / Scheduling	4,489,847	2007	City of Miami Beach Public Works Department 1700 Convention Center Drive Miami Beach, FL 33139 Contact: Nick Kadivar Title: Engineering Manager Phone: (305) 673-7028
Biscayne Landing – Grading, Water, Sewer & Details Plan North Miami, FL (Work done in Town Center Commercial Area of Biscayne Landing Planned Community area of the residential complex)	Schematic Design Cost Estimating / Value Engineering / Scheduling	19,077,458	2007	Boca Developers / Biscayne Landing, LLC c/o URS Corporation 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487 Contact: Robert "Bob" Zuccaro, P.E. Title: Principal Civil Engineer Phone: (561) 994-6500
Countess deHoernle Park Boca Raton, FL (Development of park: Project Site Size = 3,267,000 SF A) 4 baseball fields – Baseball Building = 5,110.88 SF, B) 4 soccer fields – Soccer Building = 3,682 SF; C) Accompanying Restroom and Pavilion Building D) Parking and Vehicular Access)	Construction Documents Cost Estimating	22,393,190	2007	City of Boca Raton, FL The Greater Boca Raton Beach and Parks District c/o Kimley-Horn and Associates, Inc. 4431 Embarcadero Drive West Palm Beach, FL 33407 Contact: Angelina Fairchild, P.E. Phone: (561) 845-0665

10 FAIRWAY DRIVE, SUITE 301, DEERFIELD BEACH, FL 33441**◆ TELEPHONE (954) 481-1611 ◆ FAX: (954) 427-3142****KEMERY@CMS-CONSTRUCTION-SERVICES.COM**

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S CONSTRUCTION MANAGEMENT SERVICES, INC.

ROAD WORK / PARK DEVELOPMENT PROJECTS

Project Name / Location	Nature of Work	Cost of Project \$	Year CMS Completed Services	Owner's Name / Address / Phone
<p>Biscayne Landing, LLC – 143rd Street Roadway Intersection North Miami, FL</p> <p>(New roadway and drainage complete with landscaping/irrigation; also, includes signalization and resurface work on existing roadway)</p>	Schematic Design Cost Estimating	4,309,030	2008	<p>Boca Developers / Biscayne Landing, LLC c/o URS Corporation 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487 Contact: Robert "Bob" Zuccaro, P.E. Title: Principal Civil Engineer Phone: (561) 994-6500 <u>and at Ft. Lauderdale Branch</u> c/o URS Corporation 5100 NW 33rd Avenue, Suite 150 Ft. Lauderdale, FL 33309-6375 Contact: Edgar Montañez Title: Senior Project Manager Phone: (954) 739-1881</p>
<p>City of Isles Beach – Heritage Park and Parking Garage Sunny Isles Beach, FL</p> <p>(Development of new Park with Parking Garage; Project Site Size = 162,260 SF; Park Size = 119,406 SF; New Parking Garage = 182,480 SF with 7 levels and 499 car spaces)</p>	Preliminary / Construction Documents Cost Estimating / Value Engineering	13,754,537	2008	<p>City of Sunny Isles Beach c/o AECOM (fka: Spillis Candela DMJM) 800 Douglas Entrance North Tower, 2nd Floor Coral Gables, FL 33134 Contact: Nina Gladstone Title: Senior Associate Telephone: (305) 444-4691</p>
<p>Vista View Park Expansion – (Part of Broward County Regional Parks Group) Davie, FL</p> <p>(Development of Unused Section of Park Project Site = 104.53 acres; 70 acres were expanded from original park; Admin. Office / Gate = 2,411 SF Maintenance Building = 1,396 SF Large Picnic Shelters #1 = 1,296 SF Large Picnic Shelters #2 = 1,296 SF Medium Picnic Shelter #1 = 900 SF Medium Picnic Shelter #2 = 900 SF Small Picnic Shelter #1 = 576 SF Small Picnic Shelter #2 = 576 SF Restroom Building #1 = 625 SF Restroom Building #2 = 625 SF)</p>	<p>Schematic Design / Design Development / Construction Documents Cost Estimating / Also: Contract Administration / Construction Inspections</p>	8,378,472	2009	<p>Broward County, FL c/o URS Corporation 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487 Contact: Brett Oldford, P.E. Title: Senior Civil Engineer Phone: (561) 994-6500</p>

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ROAD WORK / PARK DEVELOPMENT PROJECTS

Project Name / Location	Nature of Work	Cost of Project \$	Year CMS Completed Services	Owner's Name / Address / Phone
<p>Miami Museum Park – (Phase I - Parking Garage)</p> <p>(Construction of new underground parking garage that will be located on the south side of a new park that will house a new museum; Size of Garage = 89,908 SF [including ramps and stairways]; 225 Parking Spaces for One-Level; Alternates include: Chain Link Fence at Retaining Walls; Curb & Gutter/Drainage Structures; Sod & Irrigation; Tapered Concrete Slab at North Stair Roof; 6" Concrete Slab at North Stair Roof)</p>	<p>Schematic Design Cost Estimating / Design Development Cost Estimating</p>	13,892,316	2009	<p>City of Miami, FL c/o Cooper, Robertson & Partners 311 West 43rd Street New York, NY 10036 Contact: Michael Jasper Title: Principal Phone: (212) 247-1717</p>
<p>Miami Museum Park – Phase II (Park Development)</p> <p>(Park includes: Site amenities and furnishings, an entry garden, a culture garden, a palm garden, children's garden, a park pavilion, a service yard wall, kiosk and terrace, a grove trellis, and south slip ramp and stairs)</p>	<p>Construction Documents Cost Estimating</p>	<p>46,380,947 (for Construction of Staging Area, add 298,748)</p>	2010 & 2014	<p>City of Miami, FL c/o Cooper, Robertson & Partners 311 West 43rd Street New York, NY 10036 Contact: Michael Jasper Title: Principal Phone: (212) 247-1717</p>
<p>Pompano Beach Boulevard Streetscape</p> <p>(Phase I: New utilities systems [drainage, water, sewer, gas, AT&T, electric] under the street, repaving the street; Phase II: New beach plaza which includes revision of plaza area with an outdoor theatre with associated landscaping & furnishing, sidewalks; also, North and South Beach Bathrooms interior and exterior aesthetic improvements)</p> <p><u>Alternates</u> Kiosk, Shade Structure, Maintenance Upgrade & Improvements to North & South Beach Bathrooms, Playground and Sports & Fitness Equipment, new Fountain, NE 2nd St. Water Main Extension</p>	<p>Schematic Design / Design Development / Construction Documents Cost Estimating</p>	<p>5,889,299</p> <p><u>Alternates</u> add 1,396,384</p>	2011	<p>City of Pompano Beach, FL c/o EDSA 1512 East Broward Boulevard, Suite 110 Ft. Lauderdale, FL 33301 Contact: Matt Klein, RLA ASLA Title: Vice President Phone: (954) 524-3330</p>

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S CONSTRUCTION MANAGEMENT SERVICES, INC.**ROAD WORK / PARK DEVELOPMENT PROJECTS**

Project Name / Location	Nature of Work	Cost of Project \$	Year CMS Completed Services	Owner's Name / Address / Phone
South Pointe Park Pier Project Miami Beach, FL (Demolition of old and construction of new Fishing Pier)	GMP Construction Documents Cost Estimating	4,344,145	2012	City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33109 Contact: Matilde "Mattie" E. Reyes, R.A. Title: Senior Project Coordinator Phone: (305) 673-7071
University of Miami – Wellness Park Miami, FL (Conversion of a Parking Lot into a Park; Size of Park: 1.29 Acres [56,090 SF])	Conceptual Design Cost Estimating	1,669,132	2012	State of Florida – Department of Education c/o Kimley-Horn and Associates, Inc. 1221 Brickell Avenue, Suite 400 Miami, FL 33131 Contact: George E. Puig, RLA Title: Manager Phone: (305) 673-2025
Pompano Beach 9 th Avenue Bridge and New Sidewalks (Over the Charles Waterway) (Construction of a new façade for the bridge and sidewalks)	Order of Magnitude / Construction Documents Cost Estimating	1,058,139	2013	City of Pompano Beach, FL c/o Bermello Ajamil & Partners, Inc. One East Broward Boulevard, Suite 800 Ft. Lauderdale, FL 33301 Contact: Scott A. Bakos Title: Partner Phone: (954) 467-1113
City of Pompano Beach – Hillsboro Inlet Bridge (over Hillsboro Inlet) Pompano Beach, FL (Demolition and construction [structural only] of new sidewalks, guardrail and addition to first floor of guardhouse)	Preliminary Design Cost Estimating	882,903	2013	City of Pompano Beach, FL c/o Bermello Ajamil & Partners, Inc. 900 SE Third Avenue, Suite 203 Fort Lauderdale, FL 33316 Contact: Scott A. Bakos Title: Partner Phone: (954) 467-1113
City of Miami Beach – Alexander Muss Park Pavilion Renovation (Renovation of bathrooms to ADA Compliance)	Construction Documents Cost Estimating	263,460 (Add New Canopy Roof = 22,538)	2014	City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33109 Contact: Dewayne Gordon Title: Capital Projects Coordinator Phone: (305) 673-7071, Ext. 6698
Sullivan Park Improvements Deerfield Beach, FL (Site Work = 130,519 SF; Restroom Building = 1,520 SF; Includes boat slips for transient boats, floating docks for canoes and kayaks, pedestrian boardwalk along the water's edge connecting to the Cove Shopping Center, and the creation of pleasant park space)	Construction Documents Cost Estimating	4,672,410	2014	City of Deerfield Beach CRA 150 N.E. 2nd Avenue Deerfield Beach, FL 33441 Contact: Mr. Hiep B. Huynh, P.E. Title: CRA Project Manager Phone: (954) 480-4402

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Project Name / Location	Nature of Work	Cost of Project \$	Year CMS Completed Services	Owner's Name / Address / Phone
<p>City of Ft. Lauderdale – Fort Lauderdale Beach Streetscape Improvements Ft. Lauderdale, FL</p> <p>(28 acres to include roadway, sidewalk & landscaping, etc. improvements from Almond Ave., Banyan St. from Sea breeze Blvd. to Almond Ave. and South Side of Poinsettia from Almond Ave. to AIA)</p> <p>Later downsized to 5 Acres to include: (Banyan/Poinsettia and Sebastian Streets sidewalk, curb, street signage, street paving and striping, irrigation, landscaping, wave wall, and lighting improvements)</p>	Conceptual Order of Magnitude Cost Estimating	11,136,008	2015	<p>City of Ft. Lauderdale, FL c/o Kimley-Horn Associates, Inc. 1690 South Congress Avenue Suite 100 Delray Beach, FL 33445-6327 Contact: Marwan Mufleh, P.E. Title: Senior Vice President Phone: (561) 330-2345</p>
<p>Revitalization of Ocean Park – Phase I Dania Beach, FL</p> <p>(Site Size for Phase I only = 76,000 SF; Refurbishment of the existing park which includes restroom buildings renovation, new kayak building, new pedestrian drop-off/pickup area at park entrance, furnishings (benches, grills, trash receptacles, picnic tables, hammock, volleyball nets & wood supports), new dumpster, sand dune restoration, lighting, and landscaping)</p>	Design Development / Construction Documents Cost Estimating	2,694,212	2015	<p>City of Dania Beach, FL c/o EDSA 1512 E. Broward Boulevard, Suite 110 Fort Lauderdale, FL 33301 Contact: John Torti, PLA, ASLA Title: Associate Phone: (954) 524—3330</p>
<p>City of Aventura – 188th Street Park (Phases I & II) Aventura, FL</p> <p>(Size of Project: 60,245 SF; Park development which includes: Site Work, Waterfront Walkway, Bulkhead or Marine Construction, Signage, Irrigation, Landscaping, Paving/Curbs, Playground Area with Canopy, Exercise Area/Equipment with Canopy, Site Furnishing [benches, covered bench canopies, litter receptacles, bike racks, playground equipment, exercise equipment, fences, gates, shade structures, drinking fountains, bicycle racks, park tables/chairs, bollards, grills, etc.]</p>	Conceptual Order of Magnitude / Construction Documents Cost Estimating	1,705,269	2015	<p>City of Aventura, FL c/o Bermello Ajamil & Partners, Inc. 2601 South Bayshore Drive, Suite 1000 Miami, FL 33133 Contact: Randy P. Hollingworth Title: Director - LA Studio, Planning, Urban Design Phone: (305) 859-2050</p>

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City of Coral Springs – Sidewalk Improvements along 110th Avenue (between Sample & Wiles Roads) Coral Springs, FL	Construction Documents Cost Estimating	2,984,540	2016	City of Coral Springs, FL Development Services Department The Walk at University 2730 University Drive Coral Springs, FL 33065 Contact: Paul Carpenter Title: Transportation Planner Phone: (954) 344-1159
City of Coral Springs – Water Main, Force Main Replacement & Turn Lane Coral Springs, FL (Road repair work with 2 options)	Construction Documents Cost Estimating	<u>Option 1</u> 4,042,391 <u>Option 1</u> 4,396,100 <u>Option 3</u> 4,537,584	2016	City of Coral Springs, FL Purchasing Division 9551 W Sample Road Pompano Beach, FL Contact: Angelo Salomone Title: Purchasing Administrator Phone: (954) 344-1102
City of Miami – The Underline – Phase I, The Brickell Backyard River Trail – Contaminated Soil Remediation (Soil removal, replacement, compaction)	Construction Documents Cost Estimating	1,503,350	2017	City of Miami, FL c/o James Corner Field Operations 475 Tenth Avenue New York, NY 10018 Contact: Isabel Castilla Title: Principal/Senior Associate Phone: (212) 433-1450, Ext. 233
City of Miami Beach – Lincoln Road District Master Plan – Infrastructure & Pedestrian Improvement Miami Beach, FL (Demolition/Reconstruction of the pedestrian promenade in a retail/restaurant district)	Order of Magnitude/ Schematic Design/ Design Development Cost Estimating	51,086,510	2017	City of Miami Beach c/o James Corner Field Operations 475 Tenth Avenue New York, NY 10018 Contact: Isabel Castillo Title: Senior Associate Telephone: (212) 433-1450 . Ext. 233
The Underline – Phase I, Brickell Backyard Miami, FL (Construction of a linear Park and Bicycle Path under the Metrorail; Project Size = ½ Mile)	Construction Documents Cost Estimating	10,783,157	2018	City of Miami, FL c/o James Corner Field Operations 475 Tenth Avenue New York, NY 10018 Contact: Isabel Castilla Title: Principal/Senior Associate Phone: (212) 433-1450, Ext. 233
City of Miami –The Underline (Dog Park) – Phase I, Brickell Backyard River Trail Miami, FL (Development of a Dog Park adjacent to The Underline (linear park) located under the Metrorail; Dog Park includes doggy fountain, landscaping, walkway, and benches; Size = ½ Acre)	Conceptual Cost Estimating	1,340,883	2017	City of Miami, FL c/o James Corner Field Operations 475 Tenth Avenue New York, NY 10018 Contact: Isabel Castilla Title: Principal/Senior Associate Phone: (212) 433-1450, Ext. 233

10 FAIRWAY DRIVE, SUITE 301, DEERFIELD BEACH, FL 33441**◆ TELEPHONE (954) 481-1611 ◆ FAX: (954) 427-3142****KEMERY@CMS-CONSTRUCTION-SERVICES.COM**

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S CONSTRUCTION MANAGEMENT SERVICES, INC.**ROAD WORK / PARK DEVELOPMENT PROJECTS**

Project Name / Location	Nature of Work	Cost of Project \$	Year CMS Completed Services	Owner's Name / Address / Phone
City of Pompano Beach – McNab Road Streetscape Project (Improvements: New sidewalks, new drainage, new landscaping, new lighting; Size = 1,200 LF)	Conceptual Cost Estimating	3,431,801	2018	City of Pompano Beach, FL c/o Bermello Ajamil & Partners, Inc. 2601 South Bayshore Dr., Suite 1000 Miami, FL 33133 Contact: Randy P. Hollingworth Title: Partner, Vice President Phone: (305) 859-2050
Miami Beach Community Park (former Par 3) Miami Beach, FL (Development of a public park on land that was previously a golf course; will include tennis courts/center, restrooms, fitness center, shelters, landscaping, water feature to be constructed, etc.; Size = 19 Acres)	Design Development / Construction Documents Cost Estimating	15,210,295	2018	City of Miami Beach, FL c/o Savino Miller 12345 NE 6 th Avenue, @#A Miami, FL 33161 Contact: Barry Miller, ASLA Title: Principal Phone: (305) 895-9082, Ext. 302
Gumbo Limbo Nature Center Boca Raton, FL (New construction including parking garage [230 spaces], entry building, auditorium/classroom building, aquarium building and renovation of existing facilities; Size = 30,000 SF total for all buildings)	Conceptual Cost Estimating	64,281,896	2018	City of Boca Raton, FL c/o EDSA 1512 E. Broward Boulevard, Suite 110 Fort Lauderdale, FL 33301 Contact: Stephanie Main, PLA Title: Designer Phone: (954) 524-3330
City of Miami – Virginia Key Park (Development of new park which will be created on the roof of newly-constructed, one-story parking garage. The park will extend to ground level as well. The project will also include one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center Building; Size = project site size = 20+ acres; Visitors Center = 10,000 SF; Parking Garage = 500 spaces)	Conceptual Cost Estimating	227,215,199	2019	City of Miami, FL c/o Civitas 1200 Bannock Street Denver, CO 80204 Contact: Robin Rooney Norcross Title: Landscape Architect/Project Manager Phone: (303) 571-0053 x133

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PARK PROJECTS EXPERIENCE

City of Miami – Grapeland Park



In 2005 CMS provided a Change Order Analysis for this \$4,192,918.00 Capital Improvements project involving the removal of approximately 48,400 tons of material to be removed, hauled away and backfilled, taking approximately a four-month time period.

City of Boca Raton – Countess deHoernle Park (aka: Spanish River Athletic Facility)



In 2007 CMS provided Construction Documents Cost Estimating for the development of a new park which would include 4 Baseball Fields, Baseball Building = 5,110.88 SF, 4 Soccer Fields, a Restroom and Pavilion Building as well as Parking and Vehicular Access.
Total Probable Cost = \$22,393,190.00

Village of Royal Palm Beach – Commons Park



In 2007 CMS provided Design Development Cost Estimating for the construction of New Clubhouse, Sporting Center, and Restroom Facility.
Total Probable Cost = \$6,543,018.00

City of Miami – Museum Park Miami



In 2009 and 2010 CMS provided Schematic Design, Design Development, and Construction Documents Cost Estimating for the development of an open park with site amenities that would be located on the south side of a future new museum, and also for the construction of a new underground parking garage on the premises;
Total Probable Cost for Park Development = \$46,380,947.00; Total Probable Cost for Underground Parking Garage = \$13,892,316.00

Continued...

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

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S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

Continued...

City of Dania Beach – Ocean Park



In 2015 CMS provided Design Development and Construction Documents Cost Estimating for the revitalization of Ocean Park which included the restroom buildings renovation, new kayak building, new pedestrian drop-off/pickup area at park entrance, furnishings (benches, grills, trash receptacles, picnic tables, hammock, volleyball nets & wood supports), new dumpster, sand dune restoration, lighting, and landscaping)

Site Size for Phase I only = 76,000 SF

Total Probable Cost = \$2,694,212.00

City of Deerfield Beach – Sullivan Park



In 2014 CMS provided Construction Documents Cost Estimating for the expansion and redevelopment of the park, working with the Community Redevelopment Agency of Deerfield Beach. This project included boat slips for transient boats, floating docks for canoes and kayaks, pedestrian boardwalk along the water's edge connecting to the Cove Shopping Center, a restroom building (1,520 SF), and the creation of a pleasant park space.

Site Work = 130,519 SF

Total Probable Cost = \$4,672,410.00

Broward County – Vista View Park (Davie)



This Broward County Regional Parks Group project involved the development of unused section of the existing park (Project Site = 104.53 acres; 70 acres were expanded from original park). In 2006 CMS provided Budget Development, Schematic Design, Design Development, and Construction Documents Cost Estimating which included construction of a maintenance building, administrative office building; restroom buildings; picnic shelters; children's playground; fitness trails with exercise stations; horse trail; paved pathways for jogging, walking, bicycling and in-line skating; fishing and boating docks; basketball courts; and picnic shelters. In 2009 CMS also served as Project Manager/Contract Administrator/Inspector for this venture.

Total Probable Cost = \$8,378,472.00

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QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

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S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

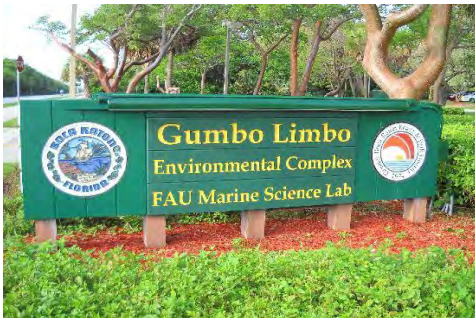
Continued...

City of Miami with Miami-Dade County (Transportation & Public Works Department/Parks & Recreation Department) – The Underline, Phase I – Brickell Backyard



In 2017 and 2018 CMS provided Construction Documents Cost Estimating for the development of a 10-mile linear, urban park located under the Metrorail which will consist of pedestrian trails, bicycle trails, an outdoor gym, picnic pockets, a dog park, and living-art destination areas—all landscaped with native vegetation (estimating also included contaminated soil remediation). CMS only estimated the first ½ mile, which is the Brickell Backyard segment, and will run through the most “urbanized” section of the project. Total Probable Cost = \$10,783,157.00

City of Boca Raton – Gumbo Limbo Nature Center



In 2018 CMS provided Conceptual Cost Estimating for the upgrading/renovation Gumbo Limbo Nature Center. The Center has a sea turtle rescue rehab and runs turtle nesting go-sees at Boca Raton beaches. The center offers classes and gets an average of 200,000 visitors a year. However, there are only 59 parking spaces and most of the center was built in the 1984s, so it needed an upgrade. CMS provided Cost Estimating services for new construction which included a parking garage (230 spaces), entry building, auditorium/classroom building, aquarium building and renovation of existing facilities. The buildings' total size = 30,000 SF; the parking garage = 230 spaces. Total Probable Cost = \$64,281,896.00

City of Miami Beach – Future Community Park (former Par 3)



In 2018 CMS provided Design Development and Construction Documents Cost Estimating services for the development of new 19-acre public park located on a former golf course. The park would include tennis courts/center shelters, restrooms, yoga garden, butterfly garden, and a small lake and wetlands area with surrounded by a boardwalk, an amphitheater, dog park, waterfall feature, walkways, fitness center, children's play area, lighting, landscaping, and parking lots.

Total Probable Cost = \$15,308,422.00

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QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

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S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

Continued...

City of Miami – Virginia Key Park



In 2019 CMS provided Conceptual Cost Estimating for the development of new park which will be created on the roof of newly-constructed, one-story parking garage. The park will extend to ground level as well. The project will also include one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center Building. The project site size = 20+ acres; Visitors Center = 10,000 SF; Parking Garage = 500 spaces.

Total Probable Cost = \$227,215,199.00

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

STATEMENT OF SKILLS AND EXPERIENCE—DK Architects

DK Architects has the **basic abilities** to satisfy the demands of the Pompano Beach Parks Master Plan including:

- Preliminary Design Reports
- Project Scheduling
- Feasibility Analysis
- Site Planning
- Design Alternatives
- Cost Estimates
- Restriction Identification
- Testing Determination
- Detailed Cost Estimates
- Cost Controls
- CMAR Design Coordination
- Value Engineering
- Presentation and Public Outreach
- Bidding and Construction Documents
- Site Plan Approvals / County Approvals / State Approvals / Permitting
- CMAR Construction Management
- Inspections
- Construction Progress Meetings and Reports
- Project Close-out

These abilities were all successfully demonstrated in our recently completed Briny Avenue Streetscape and Undergrounding project.

(City Engineer John Sfiropoulos was the project manager and is listed in our references)

DK Architect also has the **diverse skills** required to embrace the varied demands of:

- McNair Park Renovations
- Youth Sports Complex
- Centennial Park Improvements
- Kester Park Improvements
- North Pompano Park Improvements
- Ultimate Sports Park Improvements
- Mitchell Moore Park Improvements

Expansion, renovation, lighted fields, tracks, courts, playgrounds, water features, meeting rooms, concession and senior center, etc.

The following is sampling of DK projects **similar in size and complexity** comprehensive of:

- New Construction
- Renovation
- Coordination of large and diverse groups of consultants



- Briny Avenue Streetscaping and Utility Undergrounding
- North Pompano Park Community Center Alterations
- BaCA Community Center
- Ali Community Center and Band Stage
- Centennial Park Restroom Building
- Pompano Beach Lifeguard Towers
- British Swim School Aquatic Facility
- 165 Kitchen
- 731 Hammondville Restaurants (Food Service – DK has designed over 800 restaurants)

(See Project Description and Images on the following pages)

ATTAINING SUSTAINABLE SOLUTIONS

DK Architects strives to provide our clients with creative, high quality, sustainable projects. Our firm stresses technology, innovation and accessible resources that work with our clients' needs to develop thoughtful precise solutions, which stand the test of time. To react to a projects' changing needs; our experienced team always listens closely and maintains a high level of flexibility. We're focused on developing innovative solutions to improve economic, social and environmental outcomes to achieve success for the entire project while committed to an incident & injury free operation wherever we have a presence.

We take great pride in civic return of our communities, relying on the local resources and small business. We continually seek solutions to strengthen local economies and foster community support. We develop innovative solutions which create economic value and consistently deliver superior performance from our projects.

DK Architects understands that caring for the environment is an important part of project planning. With our LEED Certified staff we strive to incorporate responsible environmental initiatives into our projects and are committed to promoting energy efficiency, utilizing alternative energy sources and preserving open space. Our design solutions are the key to completing quality projects on time, which are in harmony with nature and built to last.

EXPERIENCE WITH GOVERNMENT AGENCIES

We know agency staff, standards, and procedures

DK has performed a vast magnitude of work for Pompano Beach and local municipalities, counties and state government, and particularly within Broward County. Our experience has resulted in a thorough knowledge and practice of the necessary standards, and how to apply them with a practical and common-sense approach to solving planning and engineering issues. This has also allowed us to “get connected” by building longstanding relationships with key state and local agency staff in Broward County, FDOT and the SFWMD, which ultimately allows the DK to represent the best interest of the City should those agencies become involved with City projects. We believe that building these relationships is what it takes to truly understand the concerns of the agencies and address them in a professional manner that is personal to the City and the residents of the community.

Further, our project managers have established relationships with the agencies, having individually functioned as a single point-of-contact on previous public and private sector contracts. We take pride in building long-lasting relationships and acting as a fully competent extension of our clients’ staff. We are familiar with existing codes and regulations for the City of Pompano Beach, Broward County, FDOT, and the State of Florida Building Codes. In addition, our staff has prepared and processed innumerable permits through BCWWS, BCDEP, HRS and Broward County Public Works and finalized the projects through completion, closeout and final certification which enhance our abilities to perform professional services for the City of Pompano Beach.

REVIEW BOARDS

In the past 30 years we have processed many projects both municipal and private through the City and are very familiar with the process and requirements of the DRC, AAC and P&Z. We have also presented and processed many projects through the ZBA for Variances and Special Exceptions. DK has worked with staff extensively in interpreting the newly adopted Code and understands the vision of both the CRA and the City.

E-PERMITS

DK has worked with the on-line E-Permit process since it’s inception here at Pompano Beach. After a long learning curve, we have become aware that the system can be very efficient. We are now E-Permit experts!

COMMUNITY

The DK Team has successfully reached out for community collaboration on the following projects:

- Harbor Drive Streetscape Improvements
- Pompano Beach Blvd Streetscape Improvements
- MLK and Old Pompano Connectivity Plans
- Parkland Wedge Master Plan
- Briny Avenue Streetscape & Undergrounding

- Deerfield Beach Cove Master Plan Improvements
- Conch Key Villas Development
 - Old Pompano Historic Society
 - Old Pompano Civic Association

DK Architects has the Skills, Experience and Capabilities to successfully bring these Parks Projects to fruition.



SPORTS TURF ONE

ATHLETIC FIELD SPECIALISTS

NATURAL TURF REFERENCES:

Project Type:	Athletic Field Renovation
Name:	Superbowl XLIII – Raymond James Stadium
Location:	Tampa, FL
Owner:	Raymond James Stadium
General Contractor:	Tampa Sports Authority
Completion Date:	February 2009
Contact Person:	Wayne Ward 813-531-5355
Project Type:	Construction and Irrigation: 4 soccer and 4 baseball fields
Name:	Countess de Hoernle Park/Spanish River Athletic Complex
Location:	Boca Raton, FL
Owner:	City of Boca Raton
General Contractor:	Kaufman Lynn Construction
Completion Date:	March 2013
Contact Person:	Eddie Mezardjian 561-361-6700
Project Type:	Full Athletic Field Renovation
Name:	Orange Bowl, Miami River Center
Location:	Miami, FL
Owner:	City of Miami
General Contractor:	Sports Turf One, Inc.
Completion Date:	2004
Contact Person:	Dale Sandin – 305-643-7100

NATURAL TURF REFERENCES:

Project Type:	Construction of Football Stadium/Irrigation and Drainage
Name:	FAU Stadium
Location:	Boca Raton, FL
Owner:	Florida Atlantic University
General Contractor:	Cummings - Balfour Beatty Construction
Sub-Contractor:	Sports Turf One, Inc.
Completion Date:	October 2011
Contact Person:	Johnathon Peach 740-591-5178

Project Type:	Athletic Field Renovation
Name:	Ben Hill Griffin Football Stadium
Location:	Gainesville, FL
Owner:	University Athletic Association/University of Florida
General Contractor:	Sports Turf One, Inc.
Completion Date:	August 2012
Contact Person:	Donna Doty – 352-375-4683 ext. 6760

Project Type:	Restoration of Soccer Field
Name:	Marathon Community Park
Location:	Marathon, FL
Owner:	Marathon Community Park
General Contractor:	Sports Turf One, Inc.
Completion Date:	June 2011
Contact Person:	Susie Thomas 305-289-4103

Project Type:	Restoration & Drainage of Village Park Athletic Complex 12 fields: soccer, multipurpose & football Fields
Name:	Village Park Athletic Fields
Location:	Wellington, FL
Owner:	Village of Wellington
Architect/Engineer/GC:	Sports Turf One, Inc.
Completion Date:	July 2011
Contact Person:	Bruce Wagner 561-791-4730

NATURAL TURF REFERENCES:

Project Type: Restoration of Baseball Stadium Field #3
Name: Osceola County Stadium
Location: Kissimmee, FL
Owner: Osceola County
General Contractor: Sports Turf One, Inc.
Completion Date: July 2011
Contact Person: Rick Raasch 321-697-3204

Project Type: Restoration of Football Stadium
Name: Hilltopper Football Stadium
Location: Delray Beach, FL
Owner: City of Delray Beach
General Contractor: Sports Turf One, Inc.
Completion Date: August 2011
Contact Person: Tim Simmons 561-243-7255

Project Type: Restoration of Athletic Turf and Warning Track
Name: Jack Brady Sports Complex
Location: North Lauderdale, FL
Owner: City of North Lauderdale
General Contractor: Sports Turf One, Inc.
Completion Date: October 2011
Contact Person: Dan Mariano 954-914-0834

Project Type: Restoration of Baseball Stadium
Name: Northwest Complex Field #4
Location: Lake Worth, FL
Owner: City of Lake Worth
General Contractor: Sports Turf One, Inc.
Completion Date: November 2011
Contact Person: Steve Haughn 561-586-1677

NATURAL TURF REFERENCES:

Project Type: New Construction of Soccer & Softball Fields
Name: Oxbridge Academy
Location: West Palm Beach, FL
Owner: Palm Beach Jewish Community Campus Corp.
General Contractor: DS Eakins Construction
Completion Date: November 2011
Contact Person: Steve Eakins 561-842-0001

Project Type: Restoration of Baseball Stadium
Name: Ed Smith Stadium/Baltimore Orioles
Location: Sarasota, FL
Owner: Baltimore Orioles
General Contractor: Sports Turf One, Inc.
Completion Date: December 2011
Contact Person: Don Kaib 954-776-1921

Project Type: Restoration and Drainage of Football & Soccer Fields
Name: Village Park Athletic Fields
Location: Wellington, FL
Owner: Village of Wellington
General Contractor: Sports Turf One, Inc.
Completion Date: October 2010
Contact Person: Bruce Wagner 561-791-4730

Project Type: Restoration of Baseball Fields
Name: Buck O'Neil Baseball Spring Training Complex/Orioles
Location: Sarasota, FL
Owner: Sarasota County Board of Commissioners
General Contractor: Tandem Construction
Completion Date: December 2010
Contact Person: Don Kaib 954-776-1921 ext 3030

NATURAL TURF REFERENCES:

Project Type: New Construction Synthetic Turf/Drainage
Name: Pine Trails Park
Location: Boca Raton, FL
Owner: City of Boca Raton
General Contractor: Sports Turf One, Inc.
Completion Date: July 2010

Project Type: Football & Soccer Field Restoration/Drainage
Name: Ansin Sports Complex, Miramar, FL
Owner: City of Miramar
General Contractor: Sports Turf One, Inc.

Completion Date: October 2009
Contact Person: Bob Rose – 954-602-2305

Project Type: New Construction of Soccer Field
Name: Canyon Town Center, Boynton Beach, FL
Owner: Boynton Beach Associates/GLHomes
Sub-Contractor: Sports Turf One, Inc.
Completion Date: February 2009
Contact Person: Greg Lieberman 954-753-173

Project Type: Construction of Multi Purpose Field/Drainage
Name: Memorial Park
Owner: City of Lake Worth
G/C, Architect/Engineer: Sports Turf One, Inc.
Completion Date: August 2009
Contact Person: Steven Haughn – 561-533-7363

Project Type: Baseball Field Construction/Restoration
Name: Charlotte Sports Park/Tampa Bay Rays
Location: Port Charlotte, FL
Owner: Charlotte County
General Contractor: Hunt/Mathews Taylor a Joint Venture
Completion Date: December 2008
Contact Person: Mr. Chris Bauer – 941-629-1428

NATURAL TURF REFERENCES:

Project Type: New Construction of Soccer Field
Name: Seacrest Soccer Complex, Delray Beach, FL
Owner: City of Delray Beach
Architect/Engineer: Walters, Zachrin Associates
General Contractor: Sports Turf One, Inc.
Completion Date: August 2008
Contact Person: Tim Simmons – 561-243-7255

Project Type: Soccer Field Construction
Name: Pembroke Pines Soccer
Owner: City of Pembroke Pines
Architect/Engineer: Calvin, Giordano & Associates, Inc.
General Contractor: The Haskell Company
Completion Date: January 2008
Contact Person: Ms. Sheli Romer – 954-818-4788

Project Type: Baseball Field Construction
Name: Boulevard Heights Community Center
Location: Hollywood, FL
Owner: City of Hollywood
General Contractor: Kaufman Lynn Inc. General Contractors
Completion Date: September 2008
Contact Person: Tom Koiser – 561-361-6700

Project Type: Baseball Field Construction
Name: Rotary Park, Hollywood, FL
Owner: City of Hollywood
Completion Date: December 2008
Contact Person: Mr. Ben Baffer – 561-361-6700

Project Type: Athletic Field Construction: Football, Baseball,
Softball, Soccer and Multi-Purpose Fields
Name: Charlotte High School
Location: Charlotte County, FL
Owner: School Board of Charlotte County, Florida
General Contractor: Ajax Building Corporation
Completion Date: December 2008
Contact Person: Mr. Dan Dreier - 941-916-4346

NATURAL TURF REFERENCES:

Project Type: Athletic Field Construction
Name: Ave Maria University
Location: Naples, FL
Owner: Ave Marie University
General Contractor: Suffolk/Kraft Construction Company, Inc.
Completion Date: June 2007
Contact Person: Mr. Phillip Thibeaux - 239-690-0089

Project Type: Athletic Field Construction
Name: Lawnwood Sports Complex
Location: St. Lucie County, FL
Owner: Town of Jupiter
General Contractor: The Collage Companies
Completion Date: April 2007
Contact Person: Mr. David Trindade - 561-262-2773

Project Type: Benjamin Private School
Name: Athletic Field Construction
Location: Palm Beach Gardens, FL
Owner: Benjamin Private School, Inc.
General Contractor: Sports Turf One, Inc.
Completion Date: May 2004
Contact Person: Mr. Jim Adle – 561-472-5998

Project Type: Baseball Field Renovation
Name: Tradition Field/New York Mets, Port St Lucie, FL
Owner: St. Lucie County
General Contractor: Sports Turf One, Inc.
Completion Date: February 2006
Contact Person: Mr. Tom Bowes – 772-871-5478

NATURAL TURF REFERENCES:

Project Type: Multi-Purpose Athletic Fields
Name: Jupiter Community Park, Jupiter, FL
Owner: Lennar Homes, Inc.
Architect/Engineer: Schaefer, Fagan & Associates
General Contractor: Sports Turf One, Inc.
Completion Date: August 2007
Contact Person: Ms. Jennifer Griner – 561-334-4700

Project Type: Restoration of Soccer Fields
Name: Mills Pond Park, Fort Lauderdale, FL
Owner: City of Fort Lauderdale
Architect/Engineer: Sports Turf One, Inc.
General Contractor: Crowder Golf Construction
Completion Date: February 2006
Contact Person: Mr. Jack Bowland - 954- 448-8327

Project Type: Baseball Field Renovation
Name: Floyd Hall Park, Fort Lauderdale, FL
Owner: City of Fort Lauderdale
Architect/Engineer: Sports Turf One, Inc.
General Contractor: Crowder Golf Construction
Contact Person: Mr. Jack Bowland 954-448-8327

Project Type: Athletic Field Renovations
Name: City of Dania Beach
Owner: City of Dania Beach
General Contractor: Sports Turf One, Inc.
Completion Date: September 2008
Contact Person: Mr. Mark Felicetty – 954-924-3638

Project Type: Athletic Field Renovation
Name: Roger Dean Stadium/FL Marlins/St Louis Cardinals
Location: Jupiter, FL
Owner: Palm Beach County
General Contractor: Sports Turf One, Inc.
Completion Date: October 2008
Contact Person: Mr. Jordan Treadway – 561-630-1837

NATURAL TURF REFERENCES:

Project Type:	Athletic Field Construction
Name:	Golden Gate High School/High School "CCC"
Location:	Naples, FL
Owner:	The District School Board of Collier County
General Contractor:	Kraft Construction Company, Inc.
Completion Date:	September 2004
Contact Person:	Mr. Peter Tuffo – 239-455-2681

Project Type:	Restoration of Sportsfield Turf
Name:	Frank McDonough and Dan Witt Park
Location:	Lighthouse Point, FL
Owner:	City of Lighthouse Point
General Contractor:	Sports Turf One, Inc.
Completion Date:	November 2011
Contact Person:	John Trudel 954-784-3431

Project Type:	Athletic Field Construction
Name:	Palm Beach Atlantic University
Location:	West Palm Beach, FL
Owner:	Palm Beach Atlantic University
General Contractor:	Sports Turf One, Inc.
Completion Date:	November 2014
Contact Person:	Matthew Stevens – 561-762-0179

Project Type:	Athletic Field Construction
Name:	West Pines Soccer Complex
Location:	Pembroke Pines, FL
Owner:	City of Pembroke Pines
General Contractor:	Kaufman Lynn Construction
Completion Date:	December 2013
Contact Person:	Frank White – 561-361-6700

Project Type:	Athletic Field Construction
Name:	Bobby Campbell Soccer Stadium
Location:	Boca Raton, FL
Owner:	Lynn University
General Contractor:	Gerrits Construction
Completion Date:	February 2014
Contact Person:	Ross Lumsden – 561-477-3553

NATURAL TURF REFERENCES:

Project Type:	Construction of Drainage on Existing Multipurpose Fields
Name:	Gardens Park, Lilac Park, & Mirasol Park
Location:	Palm Beach Gardens, FL
Owner:	City of Palm Beach Gardens
General Contractor:	Sports Turf One, Inc.
Completion Date:	June 2015
Contact Person:	Matt Eggerman 561-804-7035

Project Type:	Construction of Drainage on Existing Multipurpose Fields
Name:	Village Park Athletic Complex Fields 13-16
Location:	Wellington, FL
Owner:	Village of Wellington
General Contractor:	Sports Turf One, Inc.
Completion Date:	September 2015
Contact Person:	Bruce Wagner 561-791-4000

Project Type:	Athletic Field Construction
Name:	Imagine Schools Chancellor Campus
Location:	Boynton Beach, FL
Owner:	Learning Excellence Foundation of South Palm Beach
General Contractor:	Sports Turf One, Inc.
Completion Date:	August 2015
Contact Person:	Christian Cascone 561-866-5507

Project Type:	Baseball Field Extension & Drainage Addition
Name:	Marcello Park Field #5
Location:	Royal Palm Beach, FL
Owner:	Village of Royal Palm Beach
General Contractor:	The Collage Companies
Completion Date:	September 2016
Contact Person:	David Trindade 561-915-6185

Project Type:	Soccer Field Renovation
Name:	Silver Lakes North Park
Location:	Pembroke Pines, FL
Owner:	City of Pembroke Pines
General Contractor:	Sports Turf One, Inc.
Completion Date:	September 2016
Contact Person:	Mark Pincket 954-518-9056

NATURAL TURF REFERENCES:

Project Type:	Baseball Field Renovation
Name:	Cardinal Newman High School Baseball Field
Location:	West Palm Beach, FL
Owner:	Cardinal Newman High School
Architect/Engineer/GC:	Sports Turf One, Inc.
Completion Date:	November 2016
Contact Person:	Bob Savage 561-683-6266

Project Type:	Baseball & Softball Construction
Name:	North Broward Prep Baseball & Softball Fields
Location:	Coconut Creek, FL
Owner:	North Broward Preparatory School
Architect/Engineer/GC:	Seawood Builders
Completion Date:	December 2016
Contact Person:	Tim McCarthy 954-421-4200

Project Type:	Multi-Purpose Field Construction
Name:	Natural Turf Field & Track Construction
Location:	Miami, FL
Owner:	Palmer Trinity School
Architect/Engineer/GC:	Sports Turf One, Inc.
Completion Date:	June 2017
Contact Person:	Paul Zamek 305-251-2230

Project Type:	Athletic Practice Field Renovation
Name:	FIU Athletics Practice Field Grass Replacement
Location:	Miami, FL
Owner:	Florida International University
Architect/Engineer/GC:	Sports Turf One, Inc.
Completion Date:	July 2017
Contact Person:	Fernando Larios 305-348-3264

Project Type:	Multi-Purpose Practice Field Construction
Name:	FIU Multi-Purpose Practice Field
Location:	Miami, FL
Owner:	Florida International University
Architect/Engineer/GC:	Moss & Associates
Completion Date:	August 2017
Contact Person:	Nick Allgeyer 954-495-1255



SPORTS TURF ONE

ATHLETIC FIELD SPECIALISTS

SYNTHETIC TURF INSTALLATION

Project Name:	Bamford Park
Scope:	Synthetic Turf Installation/Stone Base/Drainage Bamford Park Artificial Turf Installation (2 Fields)
Location:	3801 S Pine Island Rd, Davie, FL 33328
Owner:	Town of Davie
General Contractor:	Sports Turf One, Inc.
Contract Amount:	\$2,369,251
Completion Date & Duration:	2018 (120 Days)
Contact Person:	Keith Pursell – 954-797-1191
Project Name:	Weston Regional Park
Scope:	Synthetic Turf Installation/Stone Base/Drainage Regional Park Artificial Turf (2 Fields)
Location:	20200 Saddle Club Rd, Weston, FL 33327
Owner:	City of Weston
General Contractor:	Sports Turf One, Inc.
Contract Amount:	\$2,309,809
Completion Date & Duration:	2018 (120 Days)
Contact Person:	Marc Woodworth – 954-739-6400
Project Name:	Michael Ann Russell
Scope:	Synthetic Turf Installation/Stone Base/Drainage Synthetic Turf Renovation of Soccer Field
Location:	8900 NE 25th Ave, Miami, FL 33180
Owner:	Michael-Ann Russell Jewish Community Center, Inc.
General Contractor:	Sports Turf One, Inc.
Contract Amount:	\$706,620
Completion Date & Duration:	2018 (60 Days)
Contact Person:	Matt Kahn – 561-392-1991
Project Name:	Doral Meadow Park
Scope:	Synthetic Turf Installation/Stone Base/Drainage Turf Replacement at Doral Meadow Park (2 Fields)
Location:	11555 NW 58th St, Doral, FL 33178
Owner:	City of Doral
General Contractor:	Sports Turf One, Inc.
Contract Amount:	\$979,626
Completion Date & Duration:	2017 (90 Days)
Contact Person:	Barbie Hernandez – 305-593-6600

Project Name: **Florida International University**
 Scope: Synthetic Turf Installation/Stone Base/Drainage
 Multi-Purpose Practice Fields
 Location: 11200 SW 8th St, Miami, FL 33199
 Owner: Florida International University
 General Contractor: Moss & Associates, LLC.
 Contract Amount: \$1,240,782
 Completion Date & Duration: 2017 (60 Days)
 Contact Person: Nick Allgeyer –954-495-1255

Project Name: **Morgan Levy Park**
 Scope: Synthetic Turf Installation/Stone Base/Drainage
 New Construction of Multipurpose Field
 Location: 5300 NW 102nd Ave, Doral, FL 33178
 Owner: City of Doral
 General Contractor: Sports Turf One, Inc.
 Contract Amount: \$932,470
 Completion Date & Duration: 2017 (90 Days)
 Contact Person: Lazaro Quintero – 305-593-6600

Project Name: **Orange Bowl Field at Harris Field Park**
 Scope: Synthetic Turf Installation/Stone Base/Drainage
 New Construction of Multipurpose Field
 Location: 1034 NE 8th St, Homestead, FL 33030
 Owner: Miami Dade County
 General Contractor: Sports Turf One, Inc.
 Contract Amount: \$860,944
 Completion Date & Duration: 2017 (90 Days)
 Contact Person: Jeff Williamson – 305-374-3898 x 701

Project Name: **Florida International University**
 Scope: Synthetic Turf Installation/Stone Base/Drainage
 University Stadium Renovation
 Location: 11200 SW 8th St, Miami, FL 33199
 Owner: Florida International University
 General Contractor: Sports Turf One, Inc.
 Contract Amount: \$742,107
 Completion Date & Duration: 2017 (45 Days)
 Contact Person: Fernando Larios –305-348-3264

Project Name: **Florida International University**
 Scope: Synthetic Turf Installation/Stone Base/Drainage
 Recreational Field
 Location: 11200 SW 8th St, Miami, FL 33199
 Owner: Florida International University
 General Contractor: Sports Turf One, Inc.
 Contract Amount: \$848,932
 Completion Date & Duration: 2017 (45 Days)
 Contact Person: Patty Ruiz – 305-348-4064

Project Name:	Ruth Broad Elementary School
Scope:	Synthetic Turf Installation/Stone Base/Drainage New Construction of Multiuse Field
Location:	1155 93rd St, Bay Harbor Islands, FL 33154
Owner:	Miami-Dade County Public Schools
General Contractor:	H. A. Contracting Corp.
Contract Amount:	\$281,681
Completion Date & Duration:	2016 (30 Days)
Contact Person:	Hank Schmid – 305-591-9212
Project Name:	Flamingo Park
Scope:	Synthetic Turf Installation/Stone Base/Drainage New Construction of Soccer Field
Location:	999 11th Street and Michigan Avenue South Bch, Miami Beach, FL 33139
Owner:	City of Miami Beach
General Contractor:	SHIFF Construction
Contract Amount:	\$546,263
Completion Date & Duration:	2016 (45 Days)
Contact Person:	Justen Shiff – 954-524-2575
Project Name:	University of Central Florida
Scope:	Synthetic Turf Installation/Stone Base/Drainage New Construction of Intramural Multipurpose Fields
Location:	4000 Central Florida Blvd, Orlando, FL 32816
Owner:	University of Central Florida
General Contractor:	Sports Turf One, Inc.
Contract Amount:	\$1,551,214
Completion Date & Duration:	2016 (90 Days)
Contact Person:	Trey Beck – 407-399-6487
Project Name:	Riviera Preparatory School
Scope:	Synthetic Turf Installation/Stone Base/Drainage New Construction of Multipurpose Field
Location:	9775 SW 87 Avenue, Miami, FL 33176
Owner:	Riviera Preparatory School
General Contractor:	Field Turf USA, Inc.
Contract Amount:	\$399,727
Completion Date & Duration:	2016 (60 Days)
Contact Person:	Chris Wedge – 352-242-7620
Project Name:	Orange Bowl Field at Ives Estates Park
Scope:	Synthetic Turf Installation/Stone Base/Drainage New Construction of Multipurpose Field
Location:	NE 16th Ave, Miami, FL 33179
Owner:	Miami Dade County
General Contractor:	Sports Turf One, Inc.
Contract Amount:	\$800,537
Completion Date & Duration:	2015 (60 Days)
Contact Person:	Jeff Williamson – (305) 374 3898 x 701

Project Name: **American Heritage School**
Scope: Synthetic Turf Installation/Stone Base/Drainage
New Construction of Multipurpose Field
Location: 6200 Linton Blvd, Delray Beach, FL 33484
Owner: American Heritage School
General Contractor: Sports Turf One, Inc.
Contract Amount: \$590,250
Completion Date & Duration: 2015 (60 Days)
Contact Person: William Laurie – 561-495-7272

Project Name: **Somerset Academy**
Scope: Synthetic Turf Installation/Stone Base/Drainage
New Construction of Multipurpose Field
Location: 20801 Johnson St, Pembroke Pines, FL 33029
Owner: Somerset Academy
General Contractor: Sports Turf One, Inc.
Contract Amount: \$294,000
Completion Date & Duration: 2015 (45 Days)
Contact Person: Ed Miller – 954-593-5592

-These Fields, and others, account for over 25 Fields in the last 5 Years.-

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
55 Water Street		Jul-06	\$124,250.00	Sep-06	Installation of Synthetic Turf	Plaza Construction	Charles Ucciferri	260 Madison Avenue, New York, NY 10016	(212) 480-2799
Abington Area Community Park South Abington Township, PA		Oct-12	\$406,344.00	Oct-13	Reduce field size, earthwork, drainage, and stone base	ELA Sport	Ernest J. Graham	743 South Broad St Lititz, PA17543	717-201-5334
Academy of Holy Angels		Jul-14	\$275,499.44	Aug-14	Site Work	Neglia Engineering Associates		34 Park Ave PO Box 426 Lyndhurst, NJ 07071	(201) 939-8805
Adelphi University Garden City, NY Bob Conaghan		Jul-07	\$1,349,628.00	Oct-07	Baseball Field Improvements, New Synthetic Turf Field	Fletcher Thompson	Curt Krushinsky	3 Corporate Drive Shelton, CT	203-225-6500
Adeiphi University Baseball Field Garden City, NY	X	Nov-10	\$826,525.00	Jun-11	Installation of New Synthetic Turf on Softball Field	Damon Douglas Co.	John Piccirillo	245 Birchwood Avenue Cranford, NJ 07016	908-272-0100
Adelphi University Stiles Field Garden City, NY		Aug-08	\$998,000.00	Sep-08	Synthetic Turf @ Stiles Field & Practice field	Cannon Design	John Sobiecki	330 Broadway Albany, NY 12207	518-426-4502
The Agnes Irwin School Radnor Memorial Park Bryn Mawr, PA		Feb-12	\$804,846.00	Apr-12	Synthetic Turf Field at Radnor Memorial Park	ELA Sport	Chuck Haley	743 So. Broad St., Lititz, PA 17543	717-626-7271
Agnes Irwin School Rosemont, PA 19010		Jun-13	\$593,480.00	Oct-13	Site Work	Chambers Associates, Inc		2962 Skippack Pike PO Box 678 Worcester, PA 19490	(484) 991-8187
Albany Avenue/ Woodward Parkway Farmingdale, NY		Aug-06	\$112,360.00	Dec-06	Renovation of Baseball Fields, Site Work	JAG Architect	Christopher Hunt	1213 Main Street Port Jefferson, NY 11777	631-476-2161
Allen Park Farmingdale, NY	X	Oct-06	\$637,750.00	Dec-06	F/I Synthetic Field w/Drainage	Cameron Engineering	Leonard LaSala	3 Aerial Way Suite 100 Syosset, NY 11790	516-827-4900
Alexander Field River Vale NJ		Jul-11	\$1,301,965.28	Feb-12	Alexander Field Improvement Project	Christopher Statile, PA	Joel Minch	3 Fir Court Oakland, NJ 07436	201-337-7470
Andrew Flagg Atlantic City, NJ		Aug-15	\$2,241,782.30	Jan-16	Field Improvements	Maser Consulting		2000 Midatlantic Dr Suite 100 Mt. Laurel, NJ 08054	(609) 347-5360
Andrews Air Force Base		Dec-11	\$246,155.42	Jun-12	Construction of Running Track	NICCjv, LLC	Michael Hunt	100 No. Washington St. Suite 210 Falls Church, VA 22046	204-244-1755

The LandTek Group, Inc. Completed Job List

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Andrews Road Field Hicksville, NY	X	Apr-06	\$1,015,678.68	Aug-06	F/I Synthetic Field w/Drainage	Cameron Engineering	Leonard LaSala	3 Aerial Way Suite 100 Syosset, NY 11790	516-827-4900
Anne M. Dorner Middle School		Nov-05	\$2,601,900.00	Nov-06	Renovation to Lower Field	Fuller & D'Angelo	Nicholas D'Angelo	45 Knoliwood Road, Elmsford, NY 10562	914-592-4444
Arrowhead Park Field 5200 Arrow Head Park Drive Centreville, VA		Jun-15	\$580,317.75	Oct-15	Field Improvements	FieldTurf	Jeff Yoos	7445 Cote-de-Liesse Rd Montreal Quebec	
Asphalt Green, Inc. NY, NY		Feb-09	\$2,948,636.50	Jun-09	Renovation of Outdoors Playing Fields	Cameron Engineering	John Gursky	3 Aerial Way Suite 100 Syosset, NY 11790	516-827-4900
Atlantic Avenue Park East Moriches, NY	X	Apr-10	\$173,518.78	Jun-10	Installation of Synthetic Turf Field	N/A	Ed Morris	Town of Brookhaven 1130 Old Town Road Coram, NY 11727	631-451-6199
Atlantic Avenue Park East Moriches, NY		Mar-16	\$242,940.00	Jun-16	Little League Field Development & Maintenance	BBS Architects	Curt Coronato	244 East Main Street, Patchogue, NY	631-475-0349
Atlantic City HS Atlantic City, NJ 07055		Jul-13	\$719,947.05	Sep-13	Site Work	ELA Sport	Ernest Graham	743 S Broad St Lititz, Pa 17543	717.201.5334
Avalon Pines Natural Grass Baseball Fields Coram, NY	X	Jun-06	\$95,533.20	Sep-06	Install Two Natural Grass Baseball Fields	n/a	Matt Rocchio	1130 Old Town Rd. Coram, NY 11727	631-451-6199
Avalon Pines Synthetic Turf Coram, NY	X	Jun-06	\$942,849.00	Sep-06	F/I Synthetic Field w/Drainage	n/a	Matt Rocchio	1130 Old Town Rd. Coram, NY 11727	631-451-6199
Averill Blvd. Park Elmont, NY		Jan-15	\$310,275.00	Jun-15	Soccer Field Rehabilitation	Town of Hempstead	Clem Grieco	200 N. Franklin Street Hempstead, NY 11550	(516) 292-9000
Aviator Sports Complex Bennett Field Brooklyn, NY		Mar-07	\$1,693,700.00	Jun-07	F/I Synthetic Field w/Drainage	Iannelli Construction	Tom Iannelli	9723 Third Ave. Brooklyn, NY 11209	718-836-2000
BCTS - Hackensack Campus		Jul-06	\$127,800.00	Aug-06	Renovate Softball and Baseball Field	N/A	Robert Csigi	325 E. Ridgewood Avenue Paramus, NJ	(201) 343-6000
Babylon Jr/Sr. HS Babylon, NY		Aug-15	\$3,939,500.00	May-16	Field Construction	BBS	Curt Coronato	244 E. Main Street Patchogue, NY	631-475-0349
Babylon Town Hall LL Babylon, NY		Dec-14	\$193,600.00	Jan-15	League Little Field	Town of Babylon	Kathy Lynch	200 E. Sunrise Highway Babylon, NY 11757	(631) 957-3000

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Baseball Heaven Yaphank, NY		Feb-10	\$195,000.00	Mar-10	Install 2" FieldTurf on Field #1	N/A	Paul Gibson	20 Old Dock Road Yaphank, NY 11980	631-205-5109
Baseball Heaven Yaphank, NY	X	Dec-12	\$191,000.00	Dec-12	Install FieldTurf - 2" Iron Blade	N/A	Frank Zitaglio	350 Silis Road Yaphank, NY 11980	631-205-5109
Bay Shore High School Bay Shore, NY		Dec-07	\$2,394,600.00	May-08	Athletic Field Reconstruction	BBS	Joseph Rettig	244 E. Main Street Patchogue, NY	631-475-0349
Beach Channel HS Rockaway Park, NY		Aug-06	\$367,000.00	Jan-06	Athletic Field Renovation	TDX Construction	Jaio Maraj	100-00 Beach Channel Dr Far Rockaway, NY 11694	212-279-1983
Beach Channel HS Rockaway Park, NY		Jul-14	\$556,212.00	Aug-14	Synthetic Turf Installation	Semmens Associates	George Semmens	358 Saw Mill Road Millwood, NY 10546	(914) 762-2340
Beach Park Ballfields Port Washington, NY		Mar-12	\$528,977.00	Jun-12	Installation of Synthetic Turf Field	H2M Group	Mike Keffer	575 Broadhollow Road Melville, NY 11746	631-756-8000
Bellmore - Site Work Mepham High School		Sep-06	\$117,000.00	Oct-06	Site Work & Bleacher Replacement	BBS	Ira Bernson	244 East Main Street Patchogue, NY 11772	631-475-0349
Bellmore - Site Work & Track Merrick Ave. M.S.		Aug-06	\$305,000.00	Dec-06	Site Work & Running Track Replacement	BBS	Ira Bernson	244 East Main Street Patchogue, NY 11772	631-475-0349
Bellmore-Merrick CHSD		Nov-06	\$150,900.00	Jun-06	Renovation of athletic fields at Kennedy & Mepham HS	N/A	Jack Dziedzic	1260 Meadowbrook Rd Merrick, NY 11566	(516) 623-8900
Bellmore-Merrick CHSD Grand Ave. M.S. Bellmore, NY		May-05	\$78,000.00	Sep-06	Replace Main Office Apron	BBS Architects	Joseph Rettig	244 E. Main St. Patchogue, NY 11772	631-475-0349
Bellmore-Merrick CHSD JFK H.S. Bellmore, NY		May-05	\$320,000.00	Sep-95	Sidewalk, Curbs & Tennis Court Replacement	BBS Architects	Joseph Rettig	244 E. Main St. Patchogue, NY 11772	631-475-0349
Bellport HS Bellport, NY		Oct-08	\$980,000.00	Jul-09	Athletic Field Reconstruction	Wiedersum Associates	Richard Wiedersum	104 Adams Avenue Hauppauge, NY 11788	631-434-7900
Bellport HS Bellport NY		Jul-10	\$1,493,523.34	Sep-11	Installation of New Synthetic Field	Wiedersum Associates	Richard Wiedersum	104 Adams Avenue Hauppauge, NY 11788	631-434-7900
Bellport Middle School Bellport, NY		Jun-11	\$304,300.00	Aug-12	Corrective Work - Site Work	Wiedersum Associates	Stefan Reiss	140 Adams Ave. Suite B14 Hauppauge, NY 11788	631-434-7900

The LandTek Group, Inc. Completed Job List

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Belmont Oval Park (a/k/a La Faso Memorial Park), Garfield, New Jersey		Sep-06	\$2,084,110.55	Mar-07	Synthetic Turf, Lighting, Restroom Facility & Parking Lot Improvements	Boswell McClave Engineering	Michael Nannini	330 Phillips Avenue PO Box 3152 South Hackensack, NJ 07606	201-641-0770
Benton & Graham Park Middle School, VA		Apr-15	\$2,218,000.00	Nov-15	Turf Conversions	Moseley Architects		3200 Norfolk Street Richmond, VA 23230	(804) 794-7555
Bermudian Springs HS York Springs, PA		May-15	\$1,058,670.45	Sep-15	Site Work	FieldTurf		7445 Cote-de-Liesse Road Montreal, Canada	
Bende Park		Feb-07	\$670,058.27	Jun-07	Athletic/Synthetic Field	Environmental Resolutions	Thomas Miller	525 Fellowship Road suite 300 Mount Laurel NJ 08054	856-235-7170
Berner Middle School Massapequa, NY		Nov-07	\$336,000.00	Jan-08	New Baseball Field	Wiedersum Associates	Rick Wiedersum	200 Motor Parkway Hauppauge, NY	631-434-7900
Berner Middle School Massapequa, NY		Sep-17	\$2,818,809.24	Jun-18	Athletic Field & Site Upgrades	H2M Architects		538 Broadhollow Road Melville, NY 11746	(631) 756-8000
Berwick Area High School Berwick, NJ		May-10	\$131,000.00	Jun-10	Construction Work for Synthetic Turf Field	ELA Group		1100 Fowler ave berwick pa 18603	
Bethpage - Kramer Lane		Nov-06	\$391,287.00	Apr-06	Site Improvement	SCC	Vincenzo Russo	50 Carlough Road Bohemia, NY	(631) 567-0200
Birchwood Park Deer Park, NY	X	Aug-06	\$596,414.00	Sep-06	F/I Synthetic Field w/Drainage	Town of Babylon	Frank Bacherty	Town of Babylon 200 E. Sunrise Hwy Lindenhurst, NY 11757	631-893-2120
Blind Brook Middle School/High School		Oct-05	\$3,424,281.00	Jun-07	Synthetic Turf Fields	Anderson La Rocca Anderson Haynes	Frankie Cheung	22 Purchase Street Rye, NY 10580	914-967-3494
Bloomington Park Staten Island		Dec-08	\$224,700.00	Dec-07	Synthetic Turf Field	Sal Ton Landscaping		880 Annadale Road Staten Island, NY	718-967-1695
Bloomsburg University Bloomsburgh PA		May-14	\$583,450.00	Jul-14	Turf Replacement	Lason Design Group, Inc.		1000 Commerce Park Dr. Suite 201 Williamsport, PA 17703	(570) 389-4311
Blue Point Park Bluepoint, NY	X	Oct-08	\$126,652.00	Dec-08	Renovate Little League Field	n/a	Tom Owens	1130 Old Town Rd. Coram, NY 11727	631-451-6133

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Bound Brook HS LaMonte Field Bound Brook, NJ		Sep-10	\$966,037.08	Aug-11	Improvements to LaMonte Field @ Bound Brook HS for Bound Brook SD borough of Bound Brook NJ contract #10011	Somerset County Engineers	Tricia Smith	County of Somerset 20 Grove St PO Box 3000 Somerville NJ 08876	908-231-7175
Boverini Stadium Passic NJ BOE		Jul-12	\$5,121,306.44	Jan-14	Boverini Stadium Rehab; Upgrade & Repair	Suburban Consulting Eng	Daren Phil	100 Valley Road Suite 202 Mount Arlington, NJ 07856	(973) 398-1776
Bower Elementary School Lindenhurst, NY		Apr-08	\$352,345.00	Sept-08	Athletic Field Reconstruction	John A. Grillo Architects	John Grillo Jr.	1213 Main Street Port Jefferson, NY 11777	631-476-2161
Boys & Girls HS		Mar-06	\$410,000.00	Apr-06	Remove & Reinstall Turf	TDX Construction	Jaio Maraj	1700 Fulton St Brooklyn, NY 11213	(212) 279-1981
Boys & Girls High School		Oct-13	\$1,126,610.00	Dec-13	Removal & Reinstallation of Synthetic Turf Field	TDX Construction		30-30 Thompson Avenue Long Island City, NY	
Branch Brook Park Newark, NJ		Mar-09	\$869,871.82	Jul-09	Football/Soccer Field Improvements	County of Essex	Leonard Sorge	465 Dr. Martin Luther King Blvd Newark NJ 07102	9736215103
Brentwood State Park Brentwood, NY		Jul-08	\$7,761,267.00	Sep-09	Construction of Athletic Field Complex - Phase I	n/a	Scott Fish	NYS Office of Parks, Recreation & Historic Preservation PO Box 247 Babylon, NY 11702	631-321-3544
Bridgewater Baseball Bridgewater, NJ 08807		Apr-14	\$282,950.00	Apr-14	Baseball Field Improvements	Suburban Consulting Eng	Daren Phil	100 Valley Road Suite 202 Mount Arlington, NJ 07856	(973) 398-1776
Bridgewater Municipal Complex Bridgewater, NJ		Aug-11	\$944,300.00	Dec-11	Athletic Field Improvement	PS&S Integrating Design & Engineering	Kevin Thomas	67B Mountain Blvd. Warren, NJ 07059	732-560-9700
Bronx Academy New York		Nov-07	\$137,700.00	Nov-07	Install Synthetic Turf	William A. Gross Construction Associates	Mark Gross	117 South 4th Street New Hyde Park, NY 11040	516-437-0909
Brooke Point Stafford, VA		Jun-14	\$300,864.00	Sep-14	Site Work	Leading Design		13384 Berlin Turnpike Lovettsville, VA 2012	(607) 351-8254

The LandTek Group, Inc. Completed Job List

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Brooklyn Ave. School Valley Stream, NY	X	Sep-06	\$114,338.00	Oct-06	Installation of FieldTurf	n/a	Daniel Onorato	Valley Stream UFSD #24 75 Horton Ave Valley Stream, NY 11581	516-256-0150
Brooklyn Community H.S. Brooklyn, NY		Oct-11	\$136,916.00	Dec-11	Track Install	Abel Bainnson Butz, LLP		80 8th Ave Suite 1105 New York NY 10011	212-206-0630
Brooklyn Cyclones MCU Park Brooklyn, NY	X	Apr-13	\$1,039,755.00	May-13	Conversion from Natural Grass to Synthetic Turf	NY Mets	Eric Saretsky	CitiField Roosevelt Avenue Flushing, NY	718-803-4041
Bryn Athyn College Bryn Athyn, PA		Oct-16	\$1,232,350.92	Dec-16	Multipurpose Ath. Field Conversion to Turf	ELA Sport		743 S Broad St Lititz, PA 17543	717-626-7271
Butler Field		Mar-06	\$784,940.00	Aug-06	Butler Field Synthetic Turf Field	Butler Field Synthetic Turf Field	Bob Reiter	566 Warburton Avenue Hastings-on- Hudson, NY 10706	914-478-3677
Cadigan Town Park Brookfield, CT		Apr-14	\$2,161,718.00	Mar-15	Park Revitalization - Phase I	Doyle Coffin Architects	Rick Zini	158 Danbury Road Ridgefield, CT 06877	(203) 431-6001
Calverton National Cemetery Calverton, NY		Apr-11	\$460,863.00	Nov-11	Renovate & Re-establish Turf with Sod	ERSI, LLC	AJ Lucas	51 Halada Drive Lake George, NY 12845	585-730-8290
Canarsie High School		Jun-06	\$305,298.00	Jul-06	Synthetic Turf Athletic Field	TDX Construction Corp.	Ed Dillon	345 7th Avenue New York, NY 10001	212-279-1981
Cantiague Park Hicksville, NY		May-11	\$1,268,029.17	Nov-11	Installation of New Synthetic Field	Nassau County DPW	Richard Millet	Nassau County DPW 1194 Propect Avenue Westbury, NY 11590	516-571-9608
Carle Place MS/HS Carle Place, NY		May-14	\$2,118,900.00	Mar-15	Athletic Field Renovation at Carle Place MS/HS	H2M Group	Jason Smith	538 Broadhollow Road Melville, NY 11746	(631) 756-8000
Carmel CSD Carmel, NY		Jun-14	\$2,065,234.53	Mar-15	General Construction at Various School Within District	Sammel Architecture PLLC	Charlene Gabriel	332 Route 100 Somers, NY 10589	(914) 276-0777
Carey Field Ocean City, NJ		Jun-16	\$537,409.64	Aug-16	Artificial Turf Install				
Cedar Grove W. Bradford, NJ		Dec-09	\$989,131.00	Oct-10	Construction of New Synthetic Turf SB Field	Petry Engineering	Alex Palumbo - Twp Eng	525 Pompton Ave Cedar Grove NJ 07009	9732391410 x280

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Centenary College Hacketstown, NJ 07840		Sep-14	\$925,621.50	Sep-14	Field Improvements	Suburban Consulting Eng	Johnathan Tardiff	100 Valley Road Suite 202 Mount Arlington, NJ 07856	(973) 398-1776
Central Avenue Orange, NJ 07050		Oct-13	\$1,402,057.78	Jul-14	Baseball Field Improvements	Remington, Vernick & Arango	Jacqueline Foushee	300 Penhorn Ave Secaucus, NJ 07094	(201) 624-2137
Central CT State University, New Britain, CT		Jul-14	\$639,000.00	Sep-14	Turf Replacement	N/A			
Centre Island Beach Bayville, NY		Jul-11	\$97,110.00	Aug-11	F/I FieldTurf Along Outside Perimeter of Field	Town of Oyster Bay	John Tassone	150 Miller Place Syosset, NY 11791	516-677-5810
Centereach H.S. Centereach, NY	X	Jul-06	\$949,357.00	Dec-06	F/I Synthetic Field w/Drainage & Reconstruct Baseball Field	Wiedersum Associates	Richard Wiedersum	200 Motor Parkway Hauppauge, NY	631-434-7900
Centereach Park Centereach, NY	X	May-09	\$995,592.20	Jul-09	Reconstruction of Athletic Field	N/A	Edward Morris	Town of Brookhaven 1130 Old Town Road Coram, NY 11727	631-451-6199
Central CT State University New Britain CT		Jul-14	\$639,000.00	Sep-14	Synthetic Field Installation				
Central Islip HS Central Islip, NY		Mar-15	\$2,750,050.00	Jun-16	Site Work	Tetra Tech Engineers	Ken Montross	500 Bi-County Blvd. Farmingdale, NY 11735	(631) 847-7762
Central Park Parsippany, NJ 07054		Oct-13	\$2,317,906.00	Oct-14	Site Work	T&M Associates		11 Tindal Rd Middletown, NJ 07748	(732) 371-3400
Charles Park Metchun, NJ		Nov-10	\$1,059,964.00	Apr-12	Open space program synthetic turf field improvements at Charles Park	Birdsall SVS Group	Kathleen Elliot	611 Industrial Way W Eastontown, NJ 07724	732-380-1700 x1247
Central Islip Maintenance Facility		Apr-14	\$1,486,810.00	Nov-14	Sitework	Joseph T Matthews Architect	Joe Matthews	3460-6 Veteran Memorial Highway, Bohemia NY 11716	(631) 348-4500
Centre Island Park Oyster Bay, NY		Jul-08	\$933,904.60	Mar-09	Installation of Synthetic Turf Field	Lucchesi Engineering	Michael Mark	268 North Broadway Hicksville, NY 11801	516-942-3772
Chaminade H.S. Mineola, NY		Jul-06	\$183,122.40	Oct-06	Install Synthetic Field	N/A	Father James Williams	340 Jackson Ave. Mineola, NY 11501	(516) 742-5555
Chaminade High School Mineola, NY	X	May-14	\$1,060,403.00	Sep-14	Synthetic Turf Faerber & Ott Fields and Indoor Training Facility; Fencing @ Parking Lots & Bleacher Area	Chaminade High School	Joe Horan	340 Jackson Avenue Mineola, NY 11501	(516) 742-5555

The LandTek Group, Inc. Completed Job List

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Chatham SC		Jun-06	\$165,000.00	Feb-06	Turf Soccer Field & Drainage	N/A	Vincent Yaniro	54 Fairmont Ave Chatham, NJ 07928	(973) 635-7542
Chelsea Park New York, NY		Mar-11	\$478,405.50	Jun-11	Installation of synthetic turf field	Restani Construction		42-04 Berrian Boulevard, Astoria, NY	718-725-0870
Chicago O'Hare Airport Chicago, IL		Oct-15	\$396,727.60	Apr-16	Runway Turf	FieldTurf		7445 Cote-de-Liesse Rd Montreal Quebec	
Citi Field New York Mets New Stadium Flushing, NY		Aug-08	\$2,226,845.00	Apr-09	Playing Field @ New NY Mets Stadium	Hunt/Bovis Lend Lease Appliance II	Eric Saretsky Sterling Equities	NY Mets New Stadium Project 126-02 Northern Blvd. Flushing, NY 11368	718-803-4041
City of Newburgh		Mar-00	\$117,750.00	Aug-00	Baseball Field Reconstruction	N/A	Harold Porr City Manager	83 Broadway Newburgh, NY 12550	914-569-7301
Clarkstown High School		Aug-08	\$656,937.00	Oct-08	Installation of Synthetic Turf Field	ETRE Construction	Sarah Norris	567 5th Avenue New Rochelle, NY	914-654-1060
Clarendon Elementary Secaucus, NJ		Jul-14	\$593,326.50	Nov-14	Field Improvements	Remington, Vernick & Arango		300 Penhorn Ave Secaucus, NJ 07094	(201) 624-2137
Cliffside Park BOE		Jun-06	\$1,220,350.00	Jul-06	Athletic Field Renovation	N/A	Robert Paladino Super.	525 Palisade Ave Cliffside, NJ 07010	(201) 313-2300
Cold Spring Harbor High School Cold Spring Harbor, NY		Nov-08	\$1,654,564.00	Jul-09	Athletic Field Reconstruction	John A. Grillo Architects	John Grillo Jr.	1213 Main Street Port Jefferson, NY 11777	631-476-2161
Cold Spring Harbor HS Cold Spring Harbor, NY		Jul-13	\$428,000.00	Aug-13	Synthetic Turf Field Replacement	John A. Grillo Architects, PC	John Grillo Jr.	1213 Main Street Port Jefferson, NY 11777	631-476-2161
Cold Spring Harbor HS Cold Spring Harbor, NY		Sep-16	\$259,180.00	Sep-16	Installation of New Track	John A Grillo Architects	John Grillo	1213 Main Street Port Jefferson, NY 11777	(631) 476-2161
Cold Spring Harbor Tennis Court		Jun-17	\$385,137.26	Jan-00	Tennis Court Replacement	John A. Grillo, Architect PC	John Grillo Jr.	1213 Main Street	(631) 476-2161
College of Staten Island	X	Sep-06	\$868,640.00	Nov-06	Installation of Synthetic Turf on Soccer Field & Softball Field	N/A	Angelo Aponte	College of S.I. 2800 Victory Blvd. Staten Island, NY 10314	(718) 982-2240
Columbia University Baseball Field New York, NY		Sep-07	\$1,018,756.08	Dec-07	Remove Natural Grass Field & Replace with Synthetic Turf @ Andy Coaklay Field	Cannon Design	John Major	330 Broadway Albany, NY	518-426-4502

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Columbia University Bullpens/Batting Cages New York, NY		Oct-15	\$199,400.00	Dec-15	Baseball Field Bullpen & Batting Cages	Columbia University	Ruth Shragowitz	Columbia University 410 W. 118th Street New York, NY 10027	212-854-5679
Columbia University Soccer Field New York, NY		Jun-07	\$909,314.93	Aug-07	Remove Natural Grass Field & Replace with Synthetic Turf @ Baker Field	Cannon Design	John Major	330 Broadway Albany, NY	518-426-4502
Columbia University Baker Field New York, NY 10034	X	Jun-10	\$2,837,308.50	Sep-10	Reconstruction of Softball & Field Hockey Fields	N/A	Ruth Shragowitz	Columbia University 410 W. 118th Street New York, NY 10027	212-854-5679
Columbia University Football Field & Track New York, NY	X	Apr-15	\$2,341,000.00	Feb-16	Football Field & Track Renovation Kraft Field Wien Stadium	Amman & Whitney	Ruth Shragowitz	Columbia University 410 W. 118th Street New York, NY 10027	212-854-5679
Columbus Park Ryan Avenue Port Chester, NY		Aug-07	\$271,937.25	Oct-07	Installation of Synthetic Turf for Soccer Field	Etre Associates	Tony Silva	567 5th Ave New Rochelle, NY 10801	(914) 654-1060
Commack HS Commack, NY		Oct-06	\$781,900.00	Jan-07	Athletic Field Reconstruction with Installation of Synthetic Turf	Burton, Behrendt & Smith PC	Joe Rettig	244 East Main St. Patchogue, NY 11772	631-475-0349
Comsewogue UFSD		Jul-06	\$2,656,884.99	Oct-06	Synthetic Turf/Site Improvements	J.A. Grillo Architect	John Grillo Jr.	1213 Main Street Port Jefferson, NY 11777	631-476-2161
Comsewogue HS Port Jefferson Station, NY 11776		Oct-17	\$472,500.00	Jan-00	Synthetic Turf Field Replacement	BBS Architects		244 East Main Street, Patchogue, NY	(631) 475-0349
Coney Island Recreational Area		Feb-06	\$1,317,500.00	Jul-06	Construction Of Athletic Field, General Construction & Site Work	Turner Construction	Mike Reed	1901 Surf Ave. Brooklyn, NY 11224	(718) 449-4752
Connetquot High School Bohemia, NY		Jun-12	\$2,692,727.43	Aug-13	Ste Work - Construction of Two Synthetic Turf Fields	Weidersum Associates	Mike Torti	140 Adams Ave. Suite B14 Hauppauge, NY 11788	631-434-7900
Copiapue H.S. Contract #2	X	Jun-06	\$63,000.00	Oct-06	Athletic Field Construction & Irrigation	J.A. Grillo Architect	John Grillo Jr.	1213 Main Street Port Jefferson, NY 11777	631-476-2161
Copiapue High School		Jun-06	\$1,330,000.00	Sep-06	Synthetic Turf Installation, Running Track & Field Events, Goal Posts	JAG Architect	John Grillo Jr.	1213 Main Street Port Jefferson, NY 11777	631-476-2161

The LandTek Group, Inc. Completed Job List

Job Name	Designed by The LandTek Group	Start Date	Total Contract	Completion Date	Job	Architect	Contact Name	Address	Number
Copiapue Middle/High School 1100 Dixon Avenue Copiapue, NY 11726		Jun-17	\$1,764,960.00	Jun-18	Synthetic Turf Field Installation	Wendel WD Architects		Port Jefferson, NY 11777	(631) 234-1792
Corcoran High School		Jun-06	\$101,489.64	Oct-06	76,308 sq. ft. FTOS1-F Synthetic Turf	N/A	Kevin Reynolds	FieldTurf 8088 Montview Montreal, Quebec, Canada	(514) 340-9311
Cottage Lane Elementary		Nov-06	\$122,757.00	Dec-06	Upgrade Existing Site Drainage and Parking Lot Reconstruction	Fourmen Construction	Bob Seckler	1134 Main Street Blauvelt, NY 10913	845-398-0620
Cow Neck Polo Fields Southampton, NY		Sep-06	\$882,727.50	Apr-07	Installation of Under Field Drainage System	N/A	Tom Por	Belvadere Property Management 21151 Avenue of the Americas New York, NY 10020	516-587-4544
Cow Neck Polo Fields Practice Southampton, NY		Sep-10	\$130,750.00	Nov-10	Installation of Under Field Drainage System	N/A	Nick Dawson	Belvadere Property Management 21151 Avenue of the Americas New York, NY 10020	516-587-4544
Crestwood High School		Sep-06	\$645,599.50	Nov-06	Install Artificial Playing Field	Peters Design Group	Robert Nitch	301 North Main St. Scranton, PA 18504	570-346-8446
Crestwood High School		Sep-06	\$275,000.00	Apr-06	Running Track	Peters Design Group	Robert Nitch	301 North Main Street Scranton, PA 18504	570-346-8446
Crotona Park East Bronx, NY		Apr-15	\$505,700.00	Aug-15	Foundation & Excavation	N/A	James Riso	36-35 Bell Blvd Bayside NY 11361	(718) 229-4300
CUNY Queens College Flushing, NY		Sep-07	\$938,315.23	Nov-08	Track & Field Rehabilitation	N/A	Douglas Schneider	CUNY 555 57th Street New York, NY 10019	212-541-0394
Daniel Boone Area SD 321 N. Furnace Street Birdsboro, PA 19505		Apr-10	\$2,427,050.00	Sep-10	New Athletic and Extracirricular Stadium	Architerra PC	David Horn	205 N Main St Coopersburg PA 18036	6102821398
Dean G. Skelos Field Rockville Centre, NY	X	Nov-06	\$1,328,104.93	Apr-06	F/I Two Synthetic Fields w/Drainage	N/A	Ron Wasson	Village of Rockville Ctr Village Hall One College Pl Rockville Centre, NY	516-678-9212

Section 8- RESUMES OF KEY PERSONNEL

Please see attached company profile and resumes for all key members of our team.

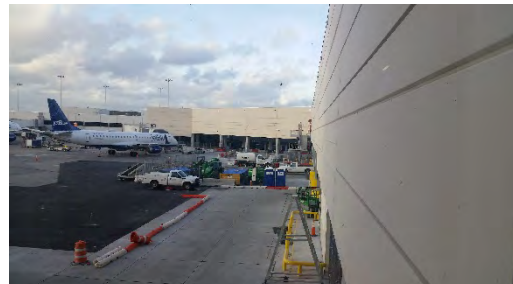
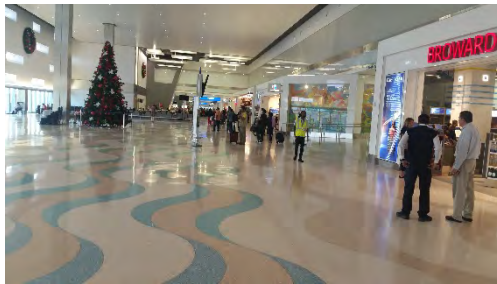
SHIFF CONSTRUCTION & DEVELOPMENT, INC.

COMPANY PROFILE

Shiff Construction & Development, Inc. is a fully integrated construction management, design+build and Owner's representative firm. Providing complete building solutions, Shiff C&D provides a wide range of services from the pre-construction stage through construction completion and owner turnover. Shiff C&D serves all Owner types from governmental to private. Our knowledge of working with all Owner types provides additional insight into each project we undertake.



From more traditional general contracting and construction management services to a fully integrated



design/build delivery system, Shiff C&D has the ability to provide its clients with a project delivery system that meets any of its diverse and changing needs. In addition, for projects where an architect and/or contractor have already been previously selected, Shiff C&D also provides Owner's Representation Services. Starting with pre-construction, when possible, Shiff works with architects and other design professionals in the planning and budgeting phases. This service allows plans to be developed incorporating cost-saving and value engineering ideas from the initial phases saving the architect design time and allowing the Owner to prepare and solidify budgets earlier in the process.



Shiff Construction engages in all areas of construction, from vertical construction, intricate interior renovations and large concrete projects. Shiff also has a specialization in difficult and high security projects. From education to aviation and health care to courthouse and detention facilities, Shiff Construction understands the importance of performing work in secured and delicate



environments. Shift's breadth of capabilities ensures that we are able to meet our clients' needs every time.

We pride ourselves in being a local builder, large enough to handle any project yet small enough to be agile and provide extremely efficient and cost-effective solutions. Our commitment to detail and efficient service is a cornerstone of our reputation. Direct principal involvement in every project ensures both the client and each respective project receives the highest level of attention.



Our success is defined by the success of our clients and each project. We understand we are only successful if our client is successful so we strive each day and on every project to meet all needs of our clients. With each project we undertake, we seek to earn our clients' trust and



respect — to develop relationships that endure. Much of our work is repeat business, the sincerest form of approval.

We believe that earning and maintaining that trust requires delivering consistently outstanding client service. This philosophy guides the way we do business.

We look forward to the opportunity of discussing your needs and how our comprehensive building solutions can fit into your strategy.





CONSTRUCTION + DEVELOPMENT

1350 NE 56th Street, Suite 100
 Fort Lauderdale, Florida 33334
 t: 954 524 2575 f: 954 524 2576
 CGC1509764 www.shiff.com

construction management | development | restoration | design-build | owner representation

Education: BA, Finance & International Business

1989-1993, Florida State University

Licenses: 2000, Florida Licensed General Contractor

Justen Shiff is President of Shiff Construction & Development, Inc. Shiff C&D is a full-service commercial and residential general contracting firm providing owners and developers with comprehensive building solutions. Shiff C&D provides a wide range of services from the [Pre-Construction Stage](#) through Construction Completion and Owner Turnover. From more traditional [General Contracting](#) and [Construction Management Services](#) to a fully integrated [Design/Build](#) delivery system, Shiff C&D has the ability to provide its clients with a project delivery system that meets any of its diverse and changing needs. In addition, for projects where an architect and/or contractor have already been previously selected, Shiff C&D also provides [Owner's Representation Services](#).

As President, Mr. Shiff has overseen the construction of all building types from governmental to office to retail/restaurant in either horizontal or vertical style developments. Whether the project is a small tenant improvement or a multi-million complete ground-up construction, our clients receive the same hands-on professionalism. Mr. Shiff has extensive experience in site development, including roads, underground utilities, drainage and marina construction. Furthermore, he has experience in dealing with all the South Florida regulatory and municipal agencies and utility companies.

Mr. Shiff and his staff provides a multitude of pre-construction services including; Site Selection, Analysis & Acquisition Assistance, Feasibility & Due Diligence Studies, Architectural/Engineering Design, Governmental Site Plan Approval & Representation, Cost Estimating & Conceptual Budgeting, Construction Scheduling, Value Engineering, Existing Facility Review, Governmental Approvals and Building Permit Acquisition

Experience:

Broward County 64th St Warehouse Hurricane Hardening
 Port Everglades Terminal 4 and 29 Tawrminal Renovations
 Port Everglades Terminal 18 CBP Renovations
 City of Pompano Beach- 3rd Fl Renovation, Engineering Building Renovations, Other
 City of Boca Raton- Silver Palm Renovation, Building Dpt Renovation, Other
 Broward County Job Order Costing (JOC) Program- Facilities Maintenance Division
 Broward County Job Order Costing (JOC) Program- Port Everglades
 Broward County Waterproofing Contract
 T4 Owners Representation
 Fort Lauderdale/Hollywood International Airport- Task II Roadway Improvement Project
 City of Pompano Beach- JOC Contract
 Street & Main, Mixed –use retail/loft project in Downtown Dania Beach, \$1.2 Million
 Maison Blanc Luxury Condominium on Las Olas; (4) full floor 4,000sf luxury units, 3.2 Million
 Temple Beth Ami, Boca Raton, Interior renovations, \$100,000
 The Oaks at Hidden Harbor, 55 unit townhouse and single-family homes, \$15 MM
 200 South Gordon Road, Single family home, \$1.5 Million
 East Lake Drive Home, Harbor Beach, Single family home, \$2.0 Million
 67 Isle of Bahia, Harbor Beach, Single family home, \$1.2 Million
 Villaggio di Las Olas, mixed-use mid-rise retail/condominium on Las Olas Blvd.

KURT I-V BENNETT

4710 South West 163rd Ave • Miramar, Florida 33027
(E) kurtivbennett@hotmail.com • (C) 954.812.9945

PROFILE

A detail-oriented, reliable, and affable individual. Easy to work with in team-oriented and or independent environments, committed to project delivery. Confident and poised in interaction with individuals at all levels. Able to effectively multi-task.

EDUCATION

Master of Science in Construction Management
Bachelor of Architecture
Bachelor of Design in Architectural Studies
Associates in Arts, Architecture

FLORIDA INTERNATIONAL UNIVERSITY '10
FLORIDA ATLANTIC UNIVERSITY '04
FLORIDA INTERNATIONAL UNIVERSITY '03
BROWARD COMMUNITY COLLEGE '01

EMPLOYMENT HISTORY

SHIFF CONSTRUCTION & DEVELOPMENT, INC. (2011 - Present)

Fort Lauderdale, Florida

Construction Project Coordinator

Responsible for construction document review including cost estimating, permitting, compiling bids and negotiation. Visit job sites for verification and evaluation. Review and process shop drawings and submittals. Product research and selection of appropriate products for use on projects. Liaison between all parties involved in the project including owner, design team, purchasing and other.

FAIRCHILD MOLINA ARCHITECTS, INC. (2008 - 2011)

Fort Lauderdale, Florida

Architectural Project Manager

Manage architectural projects from inception through construction and completion. Interpret and implement Florida codes: building, zoning, life safety, and accessibility. Prepare construction documents for coordination with consulting engineers. Provide construction administration services including field inspection, drawing clarification, shop drawing review and product approval, respond to permit issues and 'Requests for Information', and coordinate issues between consultants. Provide contracting consultation services including project management and estimating.

Major Contributions and Highlights:

Recognized for accelerating construction documentation resulting in on time construction start delivery. Double award winner at Fort Lauderdale's 32nd annual Community Appearance Board presentation for 'Single Family Residence more than 3,000 square feet' & 'Property of the Year'.

MICHAEL A. SHIFF & ASSOCIATES, INC. (2003 - 2008)

Fort Lauderdale, Florida

Intern Architect / Assistant Construction Superintendent

Provide architectural support from schematic design, design development, construction documentation, through to construction administration. Coordinate plan review and permit approval process. Assist senior superintendent in planning construction procedures. Inspect work performed by sub-contractors to ensure conformance with specifications and effective performance of workmanship.

Major Contributions and Highlights:

Enhanced design development and ultimate project submission through creating 3-d context models and renderings.

TECHNICAL PROFICIENCY

Drafting, 3-d Modeling & Rendering: Autodesk (AutoCAD Architecture, Revit Architecture, 3-D Studio Viz), Google SketchUp, Form Z, Maya, Rhinoceros

Graphics & Web Design: Adobe (Photoshop, Illustrator, Acrobat), Macromedia Dreamweaver

Project Management: Primavera, Progen - The Gordian Group's Job Order Contracting (JOC)

General: Microsoft Office (Access, Excel, Outlook, PowerPoint, Project, Word)

HECTOR R GANDIA

1350 NE 56th St, Suite 100 | Fort Lauderdale, Florida | 954.261.9896 | hector@shiff.com

JOB RESPONSIBILITIES

Manage and direct subcontractors and employees to complete projects in accordance with the Construction Documents, Specifications and construction schedule. Coordinate material deliveries, budgets and perform project layout to ensure accuracy and code compliant construction. Maintain the safety of the site and work closely with the project manager and design professionals, advising them of progress or issues represented throughout the course of the project.

EDUCATION

- Bachelor of Architecture, Florida Atlantic University, August 2004
- Bachelor of Science in Architecture, Temple University, August 1995

EMPLOYMENT HISTORY

Project Manager Shiff Construction

1/8/2014 — Present

Fort Lauderdale, FL.

- Coordinate and manage trades constructing projects
- Prepare budgets, schedules, meetings to ensure project success
- Ensure quality control before, during and after construction is complete

Project Manager Barranco Gonzalez Architecture

12/5/2005 — 1/6/2014

Fort Lauderdale, FL.

- Commercial and Residential Construction Documents
- Commercial and Residential Detail Renderings
- Interior and Exterior Commercial and Residential Renovations

Project Designer Architecture 6400

9/5/2000 — 11/18/2005

Fort Lauderdale, FL.

- Commercial Construction Documents
- Commercial Detail Rendering
- Interior and Exterior Commercial Renovations

Relevant Experience

- Considerable knowledge of the basic principles of architecture.
- Considerable knowledge of building construction methods and materials including specifications.
- Considerable knowledge of the terminology, methods, practices, and techniques of architecture and construction.
- Some knowledge of the principles and methods of surveying and inspecting sites and buildings, preparatory to planning and designing.
- Ability to prepare architectural designs, plans, and specifications, using AUTOCAD.
- Ability to prepare complex schematic drawings from rough sketches and oral instructions.
- Ability to establish and maintain effective working relationships with Clients and construction personnel.
- Skill in designing alterations to buildings and structures and in preparing accurate drawings and specifications.

Graham S. Eagleson
3098 NE 5th Avenue
Boca Raton, FL 33431
954-684-9021
E-mail graham@shiff.com

EDUCATION

Bachelor of Science of Marketing	Florida Atlantic University	June 1995
	Boca Raton, Florida	
Associates of Arts in Business Admin.	Palm Beach Community College	Dec. 1992
	Lake Worth, Florida	

EMPLOYMENT HISTORY

Shiff Construction & Development	Pompano Beach, Florida	Sept 2012-
Project Manager		Present

Presently provide project administration for commercial and government projects. Projects include renovation, design build, and ground up construction. My present duties include: Estimating, subcontractor agreements, scheduling, city and county inspections, submittal packages, project meetings, and daily site inspections.

Atlantic Development Inc.	Boca Raton, Florida	Sept 2009-
Senior Project Manager		August 2012

Provided Construction management services to project owners, general contractors, & sub- contractors. Projects ranged from resident, commercial, and government. Duties included: owner – contractor agreements, contractor-subcontractor agreements, scheduling, estimating, value engineering, submittal packages, city and county inspections, close out documents

Shiff Group / AMAS Development	Fort Lauderdale, Florida	August 2005-
Lead Project Manager		August 2008

Employed as project manager for owner/developer of a 55-unit resident development in Broward County. My roles and responsibilities included all land development, as well as building construction of 43 townhomes, 12 single family homes, and a 556-slip marina. My roles & responsibilities involved developing the scope of work for each sub-contractor, contractor-sub-contractor contracts, scheduling of vendor/contractor work, insurance requirements, county and city inspections, and inventory control.

Atlantic Pacific Development	Gulfport, Mississippi	June 1998 –
Owner/Partner		August 2012

Provided construction management to project owners, general contractors, & sub-contractors. The last major project had been assisting a client with budgeting construction cost for a hotel/casino, & convention center in central Mississippi. I had also assisted several contractors with preparing construction budgets, schedules, as well as cost engineering and estimates.

Mississippi Design & Development	Biloxi, Mississippi	Dec 1995-
Project Manager		March 2003

Projects included hotel/casinos, commercial, & government projects. Responsibilities included managing contractors, scheduling contractor work, daily activities reports, insurance requirements, insurance claims (hurricane damage) managing and planning development of inventory control, and related security procedures.

C

M

S CONSTRUCTION MANAGEMENT SERVICES, INC.

KEITH (ARMON PHILLIP) EMERY

Principal-in-Charge

Education:

Bachelor's Degree in Civil Engineering and Construction Management with a Higher National Certificate (H.N.C.) Diploma in Quantity Surveying and Estimating from the University of Lancashire (London, England)

Work Experience:

Over 50 years of experience that includes eleven years self-employed as President of a General Contracting / Management firm in the Caribbean and Europe and 40 years as President of CMS-Construction Management Services, Inc. (established in 1976, incorporated in 1980); Expert Witness Services (provided for numerous court cases)

Professional Background:

High rises, offices, condominiums/townhomes, shopping centers, airport/cruise-port facilities, service stations, banks, drainage systems, sewer/water mains and pumping stations, auditoriums/theaters, museums/cultural arts centers, schools (K-12), colleges/universities, hospitals/medical facilities, storage/maintenance facilities, highways/secondary roads, bridges, parking garages, parks, community/recreational centers, libraries, country clubs, public safety facilities, courthouses/judicial complexes, police stations, fire stations, and various state and federal government projects, etc.

Project Experience:

Construction Management/Owner's Representative:

Tamarac City Hall, Police Facility, and Public Service Administrative Complex ▪ Pompano Beach Public Safety Complex ▪ Broward Sheriff's PAL Youth Facilities ▪ City of Coral Springs City Centre ▪ Martinique 2 Condominium (Singer Island) ▪ City of Coconut Creek – Government Center and Community Center ▪ City of North Miami Beach – Streetscape Improvements, Taylor Park Daycare Renovations, Patricia A. Mishcon Athletic Field, R.A. Silver Youth Complex at the Governmental Center, and Housing Rehabilitation Community Development ▪ Pembroke Road Extension (from Flamingo Road to Douglas Road in Broward County) ▪ Various Broward County Recreational Parks

Quantity Surveyor/Cost and Quality Consultant (Civil/Streetscape/Landscape Projects):

Broward County-Owned:

- Greenways Corridor Plan: Beautification of one mile from State Road 7 to NW 52nd Avenue
- NW 21st Street Improvements (Lauderdale Lakes)
- Sunrise Boulevard Streetscape Improvements: Sidewalk, Landscaping, Lighting Beautification
- Central Broward County Neighborhood Improvement (N.W. 35th Avenue)

Palm Beach County:

- Bikeways, Greenways, Trail Concept Plan: Development of 765 miles of trails throughout Palm Beach County of Biking, Hiking, Canoeing, Equestrian Trails (Paved and Unpaved Multi-Use)
- North Palm Beach County Natural Lands Master Plan – Northeast Everglades Natural Area: Development of Parks and Recreational Paved/Unpaved Natural & Developed Trails (Landscaping, Tree Planting, Public Art Work, Centers, Picnic Shelters, Park Furnishings, Bridges/Pedestrian/Equestrian Crossings, Signage)
- South Flagler Sanitary Sewer Project

Municipality-Owned:

- City of Fort Lauderdale: Las Olas Boulevard Corridor Improvements (Redevelopment from Intracoastal Waterway to SR A1A including Parking Garage with Roof Garden, Landscaping, Sidewalk Renovation, Site Amenities, Parks, Promenades); Streetscape Improvements (Landscaping, Roadway Paving, Striping, new Sidewalks/Curbs/Wave Wall, Street Signage, Lighting, Irrigation); Melrose Park Northeast (Road and Utilities Restoration)

Continued...

QUANTITY SURVEYORS

COST CONSULTANTS

CONSTRUCTION MANAGERS

Page Two
Keith Emery Résumé

Municipality-Owned (Continued):

- **City of Deerfield Beach:** Sullivan Park Improvements (Creation of Park Area [Landscaping] at Intracoastal Waterway; in addition to Boat Slips, Docks, and Pedestrian Boardwalk along water's edge connecting to Cove Shopping Center)
- **City of Coral Springs:** Sidewalk Improvements along 110th Avenue (between Sample and Wiles Roads)
- **City of Hollywood:** Hollywood Central Performing Arts Center & Visual Arts Building with Park Area (Landscaping, Art Work, Fountain, Lighting in Park Area); Young Circle Improvements (Buildings/Site Development/Amenities)
- **City of Lauderdale Lakes:** Greenway Beautification (SR 7 to NW 52nd Avenue) and Street Improvements (SR7 to NW 21st Street)
- **City of Dania Beach:** Revitalization of Ocean Park, Phase I (Park refurbishment with Landscaping, Lighting, Park Furnishings, Restroom Renovation, New Kayak Building, Sand Dune Restoration, new Pedestrian Drop-Off/Pick-Up)
- **City of Aventura:** 188th Street Park, Phases I & II (Development of new Park with Landscaping, Signage, Irrigation, Playground and Exercise/Equipment Areas with Canopies, Park Furnishings, Paving/Curbs)
- **City of Tamarac:** North 22nd Avenue Drainage Improvements
- **City of Pompano Beach:** Pompano Beach Boulevard Streetscape Improvements (Landscaping, Utilities Systems, Street Repaving, Beach Plaza, Sidewalks, Restrooms, Public Furnishings); Public Safety Building & Fire Administration Building Exterior Improvements (Landscaping, Parking Lot Lighting/Repaving, new Building Facade, new Windows); Hillsboro Inlet Bridge Structural Improvements (New Sidewalks, Guardrail, and First Floor Addition to Guardhouse); Ninth Avenue Bridge over the Charles Waterway (New Façade and Sidewalks), McNab Road Streetscape
- **City of Miami Beach:** South Pointe Park Improvements (Landscaping, Walking Path, Park Furnishing, Beach Dune Restoration Area, Children's Playground Landscaping, Restroom, Storage Building); Indian Creek Drive Water and Sewer Projects (Installation of Water Main and Sanitary Sewer Lines); Public Works Department Green Space Parking Lots (Construction of three Parking Lots at different locations); Sunrise Pedestrian Connection (Creation of Walking Path); Lincoln Road District Master Plan – Infrastructure & Pedestrian Improvement
- **City of North Miami Beach:** Streetscape Improvements (Construction of Entry Monument, Signs)
- **City of North Miami:** Biscayne Landing, Planned Community (Grading, Water & Sewer Detail Plans: Landscaping, Water, Sewer, Drainage installation to Town Center Commercial Area of this Planned Community); 143rd Street Roadway Improvements (New Roadway/Drainage, Landscaping, Irrigation, Signalization, Resurfacing on exiting Roadway)
- **City of Coral Gables:** Construction of New Pedestrian Bridge
- **City of Miami:** Museum Park Miami (Development of Park [that will house a new Museum] which includes many gardens; namely, Entry Garden, Rain Garden, Sky Garden, Palm Garden, Children's Play Garden, Canopy Walk, Events Garden, Scallop Garden, and Culture Garden, as well as Boat Slips, Terrace, Grove Trellis, Pavilion, and Site Amenities/Furnishing); Virginia Key Park (Development of Park including one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center Building)

Other Expertise in the Construction-Related Field:

Expert Witness ■ Feasibility Studies ■ CPM Scheduling, Claims ■ Development of Projects of Various Sizes ■ Residential and Commercial Building Inspections ■ Constructability Reviews

Professional Organizations and Affiliations:

Certified Contractor Instructor for Department of Transportation (State of Florida) ■ Past Chairman of the Board, Deerfield Beach Housing Authority ■ Past Director, Pompano Beach Chamber of Commerce ■ Past Director, Deerfield Beach Chamber of Commerce ■ Life Member of the Organization of Chartered Quantity Surveyors (London, England)



Education

- Master of Architecture, Tulane School of Architecture, New Orleans, LA 1988
- Graduate Cardinal Gibbons H.S. Ft. Lauderdale, FL

Professional Memberships

FL Trust of Historic Preservation
US Green Building Council
NCARB

Andre Capi

Director and Owner received his Master Degree in Architecture at Tulane University, New Orleans. With 30 years of experience and excellent communication skills he coordinates planning design and design- build projects. He provides complete project services, overseeing all aspects of the Architecture firm from evaluation through design, quality control and construction of commercial, industrial, and civic projects. Permitting is facilitated by his extensive knowledge of building codes, planning and zoning ordinances and approval processes nationwide. As well as being LEED Certified and Leading the Company's Environmental and adaptive reuse efforts and sustainable initiatives. Mr. Capi is a member of Florida Trust Historical Preservation and Leads the company's restoration and adaptive reuse efforts.

Qualifications

- LEED AP Certified
- Code Specialist
- Site Development Specialist. Experienced in site evaluation
- Construction Coordinator
- Office Management

Relevant Experience

Historic Building/ Bailey Hotel Rehabilitation
Ali Cultural Center
Ali Block Development Site plan
165 Kitchen
CRA Office Remodel
Urban Farm
North Pompano Park Multi-Purpose Building Alteration
Briny Avenue Utility Underground and Streetscape Improvements
Sample McDougald House
Pompano Pier Renovation
East CRA Master Plan Design Survey
NW Neighborhood Sidewalks project
Old Pompano Civic Association Entrance Monument



Education

Masters of
Architecture from
University of Texas at
Arlington

Licensed Architect in:
Florida
Texas
Georgia

Professional Memberships

LEED Accredited
NCARB Certified

Blaise McGinley

Blaise McGinley is a development minded NCARB licensed architect who has successfully managed projects ranging from luxury town-homes and restaurants to the rehabilitation of dilapidated shopping centers. Blaise has the ability to generate concepts that speak to conflicting needs, and has the background to efficiently coordinate all professionals required to make those concepts a reality. Successful negotiations with municipal governments for Tax Increment Financing, National Historic Grants, & Public/Private partnerships demonstrate his ability to coordinate with regulatory agencies that go beyond the standard permitting/zoning/association approvals. Blaise has the ability to strategize, quantify and implement most types of real estate development. Due to his well-rounded experience he can see the projects through, from choosing which projects to pursue, the design, scheduling and budgeting, all the way through to vendor coordination and project close-out. Blaise's holistic approach to architecture and proven development strategies provide value to physical improvement projects.

Relevant Experience

- Sundeck Apartments Ocean Ridge, Florida
Redesign of an 18-unit resort style apartment complex.
Responsible for: Design, Architect of Record & Permitting.
- Crest Plaza Shopping Center Dallas, Texas
Complete redevelopment services on 115,000 SQFT shopping center in South Dallas. Responsible for: Strategy, Pro-forma, Public/Private Incentives, Design & Construction.
- 3200 Thomas Ave Townhomes Dallas, Texas
Development & architectural services on a 12-unit luxury townhome project in Uptown Dallas. Responsible for: Strategy, Pro-forma, Public/Private Incentives, Design & Construction.
- Garden Square Salt Lake City, Utah
Development & architectural services for multiple retail and industrial investment properties. Responsible for: Strategy, Design & Architect of Record.



Education

Bachelor of
Architecture from
Florida Atlantic
University

Master of
Construction
Management from
Florida International
University

Professional Memberships

NCARB Registered

Ramses A. Latiff

Ramses A. Latiff is a dynamic architecture and construction project manager, with comprehensive participation in design, production, and construction processes. Ramses extensive experience in commercial, residential, and multifamily projects make him a valuable team member. His ten years of professional experience and his strong design, leadership, organizational, communication and management skills along with his excellent knowledge of building codes, construction standard allow him to deliver service to his clients in a timely and budget conscious manner. Ramses was also a US Army Deep Sea Diver / Dive Engineer – US Army / Core of Engineers Veteran.

Relevant Experience

Project Manager.

- Government Centers
- Midrise / high- rise projects
- Commercial, Mixed use
- Custom Residential Design
- Site Planning, Land Planning and Community Development.
- Restaurants
- Historic Building Renovation

THE LANDTEK GROUP, INC.

BACKGROUND & EXPERIENCE

OF

PRINCIPAL MEMBERS

MICHAEL RYAN, PRESIDENT



HUMANITARIAN AFFILIATIONS:

- The Marty Lyons Foundation
- Suffolk County P.A.L.
- Contractor for Kids
- Nassau County P.A.L.

COMMITTEES:

Michael Ryan has been quite active in regional and national committees related to sports field management and development.

Board of Directors of the Suffolk County Sports Hall of Fame, a nonprofit organization that honors outstanding persons, living or deceased, who have gained prominence and have made substantial contributions on behalf of themselves and Suffolk County in the fields of professional and amateur sports.

EXPERIENCE

Mr. Ryan has over 30 years' experience in the construction industry and has become a leader in professional, college and high school athletic field and golf course construction. The company specializes in natural and synthetic field design and construction. Over the years, The LandTek Group has built state-of-the-art facilities for numerous clients.

In 1979, after many years as a landscape and tree care expert, Michael Ryan founded the LandTek Group. He expanded his expertise into turf care and athletic fields. This enhanced knowledge brought LandTek into the specialized industry of athletic field construction. Always forward thinking, Mike foresaw the need for improvement in the athletic field industry and began researching the new synthetic turf materials that were coming on the market. Recognizing that the new turf designs were safer for the athletes, cost effective to the school districts and municipalities, and easier to maintain, Mr. Ryan took this opportunity to expand into this market and provide organizations and communities with better and safer facilities. To date, Mike has constructed and overseen more than half a billion dollars' worth of sports facilities, built several golf courses, and acted as a site developer for multiple projects. Mike has acted as a consultant on numerous jobs for architects and engineers, where his expertise has proven invaluable. His knowledge and leadership in the industry has led to many engagements as the keynote speaker. Mr. Ryan's proficiency, capability and motivation have driven The LandTek Group to become to the top builder of sports fields in the United States.

A caring and humble individual, Michael Ryan leads by example. He has contributed many hours of his time to assist individuals and families in need and has supported many charitable groups and causes without seeking recognition or honors. Due to his dedication to helping individuals {especially children} and communities, Mr. Ryan has been named The Marty Lyons Foundation Man of the Year, the Suffolk County PAL Man of the Year and the St. Joseph's College Man of the Year. He is an active member of these and numerous other nonprofit organizations, which are dedicated to supporting children and their families living under difficult circumstances. Mike and The LandTek Group deliver on the promise of "Building Champions from the Ground Up."

The LandTek Group, Inc.

EDWARD RYAN, VICE PRESIDENT, SECRETARY, TREASURER

VICE PRESIDENT, SECRETARY,
TREASURER



EDUCATION:

- SUNY Farmingdale, Farmingdale, NY
- Rutgers University, New Brunswick, NJ

PROFESSIONAL PROFILE:

- Multiple Fields Town of Oyster Bay – Nassau County, N.Y.
- Multiple Fields Town of Babylon – Suffolk County, N.Y.
- Multiple fields Town of Brookhaven – Suffolk County, N.Y.
- Synthetic soccer fields – Town of Smithtown – Suffolk County, N.Y.
- Synthetic Softball/Softball field – Town of Hempstead – Nassau County, N.Y.
- Numerous projects for the Diocese of Rockville Centre, N.Y.
- Multiple High School and College Athletic Fields located in Nassau, Suffolk, Westchester Counties and Staten Island.

EXPERIENCE

Edward Ryan joined the LandTek Group, Inc. in 1990 and currently has over 30 years' experience in athletic field construction. He has been instrumental in the establishment and development of the Synthetic Division of The LandTek Group and has garnered an excellent reputation within the industry. Edward attended SUNY Farmingdale, Farmingdale NY as well as Rutgers University, New Brunswick, NJ studying horticulture and construction, consulting, research on new equipment and construction methods.

As the Vice President of the Athletic/Synthetic Divisions, Edward strives to maintain its exemplary reputation. His main duties are overseeing the estimating department, and managing all quotes and proposals. He personally oversees all athletic construction projects taken on by The LandTek Group insuring that they meet the highest standards and maintain quality control.

Edward has personally been involved in the building and award of over a quarter billion dollars' worth of sports field construction and was responsible for The LandTek Group being awarded its first project with a professional sports team.

JOHN SULINSKI, CHIEF OPERATING OFFICER



EDUCATION:

- Stony Brook University, NY
- Bachelor of Engineering

AFFILIATIONS:

- American Red Cross
- OSHA Certified
- Member of ASCE
(American Society of Civil Engineers)
- Knights of Columbus—Council 468
- STMA Member
- Member of the Metropolitan
Executive & Professional Registry
- DEC Stormwater Certification
- The Marty Lyons Foundation
- PAL Certified Lacrosse Instructor
- ASBA Builder Member
- NY/ NJ Turf Grass Member

PROFESSIONAL PROFILE:

- NYCFC Training Facility,
SUNY Purchase, NY
- New York Jets Practice Facility-
NFL, Hofstra University, NY
- Laval Stadium, Stony Brook, NY
- Brooklyn Cyclones – MLB
- Citi Field – NY Mets - MLB
- Red Bull Arena - MLS Harrison, NJ
- Multiple High School, College and
University Athletic Facilities
- Multiple Sports Complexes for
Municipalities and Townships
- Guest Speaker at industry Natural
Grass and Synthetic Events

EXPERIENCE

John Sulinski is the Chief Operating Officer of The LandTek Group. He received his Bachelor of Engineering Degree from Stony Brook University comprising several disciplines. John joined the LandTek team in 2003. He has owned and managed construction related companies, has diverse experience in large site development projects and has a wealth of knowledge in general contracting.

John is responsible for overseeing the management of all the divisions within the Company. LandTek's multi-diversified group consists of; Athletic Facilities Construction, Natural Turf Maintenance, Synthetic Turf Maintenance, Concrete, Fence, Fleet Maintenance, and University Field Care, throughout nine states. John also oversees all company purchases of equipment and field related construction tools and supplies.

John's twenty-five plus years of construction acumen has been instrumental in developing LandTek's multi-talented workforce. He has researched and implemented the use of project management and computer aided design software, laser grading technology and robotic surveying. He is also dedicated to creating additional educational opportunities for our staff. His attention to detail, multitasking and creative thinking has allowed The LandTek Group to remain at the leading edge of design and construction. Expertise in sports facility construction and design has led him to speak at many different company and industry related functions. Recently he was the key note speaker for the American Sports Builders Association regional meeting in New York. He continues to consult with architects, engineers, and owners on a routine basis. His focus on finance, timeliness, and quality has created an industry standard that continues to empower The LandTek Group.

His new endeavors include the expansion of LandTek's southern markets, constructing our new corporate headquarters and building careers within the sports facilities industry.

MARTY LYONS, VICE PRESIDENT MARKETING & PUBLIC RELATIONS

VICE PRESIDENT OF MARKETING & PUBLIC RELATIONS



EDUCATION:

- University of Alabama
- 1978, All-American
- 1978, SEC Defensive Player of the Year
- 1978, Alabama Defensive Player of the Year
- 1978, Outstanding Defensive Lineman in the Nation; Awarded by the Columbus

QUARTERBACK CLUB:

- Defensive Player of the Decade – 1970s
- Election to the Alabama Team of the Century
- Captain of the 1978 National Champions
- 2006, Sports Illustrated All-time Alabama Team

2011, NATIONAL FOOTBALL FOUNDATION COLLEGE HALL OF FAME

NATIONAL FOOTBALL LEAGUE – N.Y Jets

- 1979, Number One Draft Choice
- 1981, Member of the New York Sack Exchange
- 1982, Pro-Bowl Alternate
- 1983, Pro-Bowl Alternate
- 1984, National Football League Man of the Year
- 1991, Retired after 12 seasons
- 2003, Member of All time New York Jets Four Decade Team

EXPERIENCE

Marty Lyons joined the LandTek Group as the Director of Sales & Marketing in 2000, was appointed Senior Vice President of Operations in 2007 and recently promoted to Vice President of Marketing and Public Relations. He has enjoyed a long successful career in the worlds of sports, business and philanthropy and has successfully merged his renown in sports and business savvy to greatly contribute to the company's growth as one of the premier "turf" installation business.

Mr. Lyons' football experience matured under the guidance of the late Paul "Bear" Bryant at the University of Alabama where he was recognized as an All-American in 1978. His peers elected him captain of the NCAA Division 1 National Champion football team that same year. His athletic skill propelled him to be a first round draft pick in the 1979 National Football League draft. Mr. Lyons joins the 2011 class of the College Football Hall of Fame.

Mr. Lyons' professional football career with the New York Jets spanned twelve (12) years; during which time, he played both defensive tackle and defensive end. He played a key role in the formation of "the New York Sack Exchange" which led the league in quarterback sacks in 1981. His performance on the field led to his selection as a Pro Bowl alternate in 1982 and 1983. Experience and leadership enabled him to serve as one of the defensive team captains in 1988.

In 1982, Mr. Lyons realized that there was more to life than football. According to Mr. Lyons, "In March 1982, three events altered my life. In the period of one week, my father, Leo, passed away suddenly; Keith, a little boy to whom I was a Big Brother, passed away from leukemia; and my first son, Rocky, was born. Imagine being on top of the world, and in the period of seven days you are forced to see the frailty, unfairness, and the wonder of life. I decided to use my name and my God-given talent to make a difference in the lives of terminally ill children."

Mr. Lyons is a featured athlete in Bear's Boys: Thirty-Six Men Whose Lives Were Changed by Coach Paul Bryant by Eli Gold. Bear's Boys is a collection of inspiring stories featuring 40 men whose lives were altered by their encounter with the legendary coach while they were players and coaches at Alabama. The stories of star players such as Joe Namath, Ken Stabler, Marty Lyons, Bob Baumhower, Cornelius Bennett, and Gene Stallings show how the Coach forever changed them as young men and ball players on the field and later in life after football. Marty was also featured in Legends of Alabama Football by Richard Scott in 2004.

Marty is currently Color Analyst and Outback Bowl for the New York Jets, ESPN 1050 Game Day.

JEFFREY A. LONG**REGIONAL VICE PRESIDENT OF
CONSTRUCTION****EDUCATION:**

- Long Island University, C.W. Post Campus, Brookville, NY
- Farmingdale College, Farmingdale, NY
- Arborist and Soil Science

PROFESSIONAL PROFILE:

- Seton Hall University, East Orange, NJ
- Montclair University Sprague Field, Montclair, NJ
- Rider University, Lawrenceville, NJ
- East Camden Regional High School, Camden, NJ
- Bende Park, Medford, NJ
- John St. Park, Carteret, NJ
- Hunterdon Central High School, Hunterdon, NJ
- Washington Township, Somerset, NJ
- East County Reserve, Somerset, NJ
- West Side Park, Newark, NJ
- FieldTurf Ranney School, Tinton Falls, NJ
- Hazlet Township Raritan High School, Raritan, NJ
- Neptune Reynolds Field, Neptune, NJ
- Audubon Green Wave Park, Audubon, NJ
- Mount Saint Mary's, Watchung, NJ
- Depkin Field, Hasbrouck Heights, NJ
- Stevens Technical Institute, Hoboken, NJ
- Woodbridge High School, Woodbridge, NJ
- Harvest Woods Park, Brunswick, NJ
- Perth Amboy High School, Perth Amboy, NJ
- St. John Vianney High School, Holmdel, NJ
- Hunterdon Golf Course, Flemington, NJ
- Rotella Golf Course, Haverstraw, NJ
- Rockleight Golf Course, Rockleigh, NJ
- Overpeck Golf Course, Teaneck, NJ

EXPERIENCE

Jeff joined the LandTek Group, Inc as a project manager in 1988 and currently has over 24 years' experience. He has been exposed to all aspects of field construction and has earned a high standard reputation in the industry and become well diversified as a project manager in landscape, golf and athletic field construction.

Jeff is the primary liaison between The LandTek Group and owners, architects and engineers on each project and is responsible for all construction projects awarded in New Jersey and Pennsylvania. His main duties include overseeing project supervisors, maintaining quality control, operating the day to day activities of multiple projects and handling all aspects of business development. Jeff's specific expertise is in golf course and athletic field construction and renovation.

Jeff has overseen over 80 projects and was responsible for managing over 100 projects including the field construction for Seton Hall University, Rider University and Montclair State University.

The LandTek Group, Inc.

ANTHONY T. GUSMANO**SENIOR PROJECT MANAGER
SYNTHETIC DIVISION****PROFESSIONAL PROFILE:**

- Jets/Giants Stadium, East Rutherford, NJ
- New York Jets Training Facility, Hofstra University
- Rutgers University, Newark, NJ
- New York Mets CitiField, Flushing Meadows, NY
- Stony Brook University, Stony Brook, NY
- Fordham University, Bronx, NY
- JFK Airport, Queens, NY
- LaGuardia Airport, Queens, NY
- Dowling College Brookhaven Campus, Shirley, NY
- Columbia University, New York City, NY
- St. John's University, Queens, NY
- Chaminade High School, Mineola, NY
- Don Bosco Prep High School, Ramsey, NJ
- College of Staten Island, Staten Island, NY
- Manhattanville College, Purchase, NY
- Long Island University, C.W. Post Campus, Westbury, NY
- Wagner College, Staten Island, NY
- Aviator Sports Complex, Brooklyn, NY
- US Merchant Marine Academy, Kings Point, NY
- East Stroudsburg University, East Stroudsburg, PA

EXPERIENCE:

Anthony Gusmano, a highly motivated and skilled professional in project management and synthetic turf, has extensive leadership experience. An accomplished Project Manager, his capabilities have helped generate significant enhancements to the Synthetic Turf Division at The LandTek Group, Inc.

Since he started at LandTek in 2002, Anthony has supervised the installation of over 400 projects and his success is based on his natural ability to lead. In his role, Anthony's main duties include estimating projects, maintaining quality control; operate the day to day activities of multiple projects and schedule manpower of over 35 employees. As a key member of The LandTek team, he also assists in developing a safe work place. He is known for his strong work ethic and motivational skills.

STEVEN KUZMISKAS**PROJECT MANAGER****PROFESSIONAL PROFILE:**

- Stony Brook University, Stony Brook, NY – South-P Lot
- Fordham University, Bronx, NY – Murphy Field
- Manhasset Valley Park, Manhasset, NY
- Connetquot High School, Bohemia, NY – Multi Purpose Field
- Citi Field, Flushing, NY
- New York Red Bulls, Harrison, NJ
- SUNY Farmingdale, Farmingdale, NY
- Stony Brook University, Joe Nathan Stadium, Stony Brook, NY
- Lakeland High School, Westchester County
- Ann Dorner Middle School in Westchester County
- City of Garfield Park, Garfield, NJ
- Walter Panas High School, Westchester County
- Various Projects for Brookhaven Township, Suffolk County, NY
- Plainedge Athletic Complex, Plainedge, NY
- Robbins Lane Community Park, Syosset, NY
- Cold Spring Harbor High School, Cold Spring Harbor, NY
- New Dorp High School, Staten Island, NY
- Parks in New York City, NY
- Freeport High School, Freeport, NY
- Town of Hempstead, NY
- Seaford High School, Seaford, NY
- Fordham University, Bronx, NY

EXPERIENCE:

Steven joined The LandTek Group in February 2002. He started his career at LandTek as a Project Superintendent of Field Construction and was responsible for the construction of various fields in school districts, NYC parks, universities and professional fields in the metropolitan area. As construction superintendent some of Stevens many responsibilities were project and site layout, laser grading operation, earth moving, site and storm drainage, building and utility construction. City Field, home of the New York Mets, and the New York Red Bulls are just a few of the projects Steven's knowledge and expertise have brought to completion.

Steven was promoted to project manager in 2011, bringing his 15 years of construction experience with him. Steven is responsible for managing the construction projects for Long Island, Connecticut, New York City, and Westchester. This role includes managing the site superintendents, project scheduling, logistics coordination and material purchasing.

Prior to Steven joining The LandTek Group he worked in the construction industry for a site development company. Steve attended college at SUNY Delhi in Delhi, NY.

PHILIP LAND, ESTIMATOR

ESTIMATOR



EDUCATION:

- Shelton State Community College – Tuscaloosa, AL
- Associate in Science with courses in calculus, modern graphics for engineers {AutoCAD 2007}, microcomputer systems {Office 2003} and business communications

PROFESSIONAL CERTIFICATION:

- EPA/AHERA Asbestos Supervisor – Certified July 2004
- Associated General Contractors of America Birmingham, AL Office - Competent Person Training Course to meet OSHA's Excavation Standards, Soil Identification, Soil Analysis, Hazard Identification, Protective Systems and Trench Shoring. Oct 2003
- Trench Shoring Services Birmingham, AL Office - Competent Person Training Course to meet OSHA's Excavation Standards, Soil Identification, Soil Analysis, Hazard Identification, Protective Systems and Trench Shoring. Sept 2003

SOFTWARE:

- InSite
- AutoCAD
- B2W
- Carlson

EXPERIENCE:

Philip joined The LandTek Group in 2007 and brought with him over 12 years of experience in site development and athletic field construction. As LandTek's estimator, Philip is responsible for overseeing pricing and bidding aspects of construction projects, and often works directly with owners, architects, and engineers to value engineer projects. Philip also does design work on various projects.

As Estimator, Philip ensures that LandTek maintains the work volume to remain a leader in the sports field industry, and continues to diversify into other areas of construction as well. Some of Philip's project highlights include design work for Columbia University's softball & field hockey fields at Baker Field Sports Complex, Joe Nathan Field at Stony Brook University, and ongoing projects with the New York Red Bulls.

Before joining LandTek, Philip worked for H & W Construction in Northport, Alabama as project supervisor, and then project manager. Prior to that, Philip worked for the Earthwork Construction Company in Neosho, Missouri. Philip received an A.S. from Shelton State Community College in 2007.

LTG Sports Turf One

SYNTHETIC TURF CREW FOR SPORTS TURF ONE INC:

Sports Turf One, Inc has been Florida's leading sports field builder for over 20 years. During this time we have worked on thousands of athletic fields. The crew responsible for our construction on synthetic turf projects have been working together for over 12 years. During this time, we have worked on a vast array of Synthetic Turf projects, ranging from Public and Private K-12 Schools and Colleges to Municipalities and Nonprofit Organizations. Working with Architects, Engineers, Owners and General Contractors, Sports Turf One has had tremendous success with our Synthetic Turf Projects. Our efficiency and attention to detail has made our Company the one to trust, when fast track projects and strict specifications meet tough job conditions. As a Contractor, we plan, execute, & perform. We make those daunting tasks appear routine.

RESUMES

Burdell A. (Dell) Haverland

Owner/President

Over 37 years of experience in Field Construction

34 years at Sports Turf One, Inc.

Education: College Graduate of DuPage Glen Ellyn, Ill. Associate Degree in Business

Certified Irrigation & Commercial Earthmoving & Paving Contractor

Member: Sports Turf Managers Association & Florida Turfgrass Association. Writer & Contributor to Sports Turf Magazines. Consults & Develops Athletic Field Job Specifications for County, City as well as Engineering & Architectural Firms.

Projects

PBAU University Rinker Sport Complex.

3401 Park Ave

West Palm Beach, FL

Consulted, wrote specification, and developed grading plans & layout with Project Engineers. Job coordination with Site Contractors. Supervised all irrigation & landscape, built and maintained all 9 Athletic Fields — including all earthwork, fencing, scoreboards, bleachers, etc.

Portions of the maintenance RFP. 7 Year Project Involvement.

The Benjamin School

Palm Beach Garden, FL

Design/Build Project: Worked with Project Engineer, Schaffer, Fagan, Assoc. & The Weitz Company.

Designed, Built and Maintained 4 Athletic Fields. Project involvement – 3.5 years.

New York Mets Spring Training Facility

St. Lucie County Parks Department

Renovated the Main Baseball Stadium, Traditions Field. Renovated the 6 Practice Fields. Contracted annually for renovation services to prepare for spring training. Installed new Synthetic Turf infield. 12 year involvement. On site now to this date.

The Village of Wellington

Wellington, FL

Renovations at three Parks. Village Park, Tiger Shark Park & Olympia Park.

Design/Build 9 Soccer Field Renovation Project with full drainage systems. Multiple baseball field grading projects. 7 grassing projects. Continue to work there annually for approximately 8 years now.

Spanish River Park

Boca Raton, Florida

Design/Build Project. Teamed with Kaufman Lynn Construction.

80 Acre Site. Built 8 Athletic Fields: graded site, installed asphalt pathways, and provided maintenance of the facility for 14 months. 2 Year Project Involvement.

Other: Built / Renovated over 2,000 Athletic Fields statewide. Hold present maintenance contracts with 28 Athletic Field Complexes. Built, Maintained and Operated 3 Bermuda Grass Sod Farms in Florida.

Bill Gillan

Executive Vice President, CFB

40 years' experience in Site Work Development and Construction

Over 20 years at Sports Turf One

Widener University – Chester Pa.

American Sports Builders Association – Certified Field Builder

Member Sports Turf Managers Association, Synthetic Turf Council and Florida Turfgrass Association

Consultant and Contributor for Athletic Field Project Design and Specifications for County, City, as well as Engineering & Architectural Firms

Projects

University of Miami

Coral Gables, Fl.

Completed 2014

Project Value... \$1.7 M

Project Estimator / Supervisor, Project Manager. Oversee all aspects of Construction and Maintenance

Complete Demolition, Renovation, New Construction and 6 Month Maintenance of three Football Fields
— 2 Natural and 1 Synthetic.

Florida Atlantic University

Boca Raton, Fl.

Completed 2011

Project Value... \$300,000.00

Design/Build Project. Worked with Project Engineer, Miller Legg.

Designed, Built, and Established the Stadium Football Field.

Project Estimator / Supervisor, Project Manager. Oversee all aspects of Construction and Maintenance

St Johns County Parks and Rec.

St. Johns, Fl.

Completed 2009

Project Value – \$1.3 M

Design Build 4 Synthetic Soccer/Football Fields at three locations.

Project Estimator/ Supervisor, Project Manager. Oversee all aspects of

Construction. Charlotte Sports Park/ Tampa Bay Rays

Port Charlotte,

Fl. Completed

2008

Project Value – \$1.5 M

New Construction and Renovation of multiple Baseball

Fields. Project Manager

Spanish River Park Boca

Raton, Florida Completed

Construction 2011

Project Value – \$1.4 M

Design/Build Project. Teamed with Kaufman Lynn Construction.

New Construction of 4 Softball/ Baseball Fields and 4 Soccer

Fields.

Project Estimator/ Supervisor, Project Manager. Oversee all aspects of Construction and Maintenance

Section 9- REFERENCES

Please find below a list of five (5) representative projects. As opposed to just parks projects, we chose a wide variety of projects to show the variety of services provided by the Shiff Team. Should Owner request additional references for parks and recreational type projects please let us know and such information will be provided immediately.

Name	Location	Responsibilities	Amount	Owner
Flamingo Park Recreational Building	11 th Street & Jefferson Avenue	Complete ground up construction for new administration/restroom facility and site work	\$950,831.78	City of Miami Beach; Sabrina Baglieri- 305-673-7071; sabrinabaglieri@miamibeachfl.gov
Flamingo Park Synthetic Soccer Field Install	11 th Street & Jefferson Avenue	Complete construction of new drainage and synthetic field install including 100% organic infill material.	\$875,319.46	City of Miami Beach; Sabrina Baglieri- 305-673-7071; sabrinabaglieri@miamibeachfl.gov
City of Boca Fire Rescue Support Bldg	800 Banyan Road, Boca Raton	Complete ground up construction of new concrete structure; including new drainage and site work	\$792,067.41	City of Boca; Mike Dyko- mdyko@ci.boca-raton.fl.us
City of Boca Raton South Beach Pavilion Restroom Renovation	East palmetto Park Road and AIA	Renovation of existing restroom facility and new site work including new ADA sidewalks, railings, etc	\$148,000.00	City of Boca Raton; Mike Dyko- mdyko@ci.boca-raton.fl.us
64 th Street Warehouse Renovation	1801 NE 64 th St,	This facility consists of an existing 71,000 SF warehouse remodeled for wind hardening and build-outs for three County Divisions: 1. County Records, Taxes and Treasury Division (RTT) 2. Broward Sheriff Office (BSO) 3. Radio Shop (RS). The roof system was removed and replaced along with structural reinforcing of the supporting bar joists and girders. The perimeter masonry walls was reinforced with new cast in place concrete columns and existing storefront glass replaced with impact resistant systems. All the exterior doors have been replaced with fire rated doors. Exterior work also included stucco repairs, parking and landscaping improvements.	\$4.4 Million	David Samter; (954) 357-6476 dsmater@broward.org

As requested, please below list prior completed Pompano Beach Projects

10th St Natural Soccer Field Install	Engineering Division and City Hall 3 rd Fl Renovation
McNair Park Concession Renovation	W/WW Chemical Room Renovation
North Broward Park Recreation Bldg Renovation & Park wide Irrigation install	Mitchell Moore Rec Bldg A/C Replacement
McNab Park Fencing	Pompano Amphitheater Waterproofing
Public Safety Fire Sprinkler Installation & Bathroom Renovation	10 th St and NE 5 th Irrigation Installation

Section 10- OFFICE LOCATION- LOCAL AND SITE KNOWLEDGE

As detailed in the Letter of Interest, Shiff C|D is located in Pompano Beach on SW 6th Street and is in close proximity to all project sites. As a Pompano Beach resident, Justen Shiff is also personally familiar with all project sites. As Contractor, Shiff recently renovated the recreational building and prior to that new park-wide irrigation piping and equipment at North Pompano Park.

As detailed previously, The Shiff Team consists primarily of local consultants and proposed subcontractors. Utilization of local talent gives all team members a vested interest in preparing and completing each assigned project in the most cost-effective and time sensitive manner.

As requested, below are the office locations of the Core Team members and the number of professional and administrative staff at the Prime office.

- Shiff Construction & Development, Inc- 180 SW 6th St, Pompano Beach; 4 professional member and 2 administrative staff members assigned to the projects.
- DK Architects- 24 NE 24th Ave, Pompano Beach
- CMS Cost Consultants- Deerfield Beach
- Cutting Edge Industries, Pompano Beach
- Triple Nickel Paving, Inc., 1300 NW 18th. St, Pompano Beach
- Sunlight Landscape, 901 E Sample Road, Pompano Beach
- SportsTurf One- Boynton Beach
- Nu Turf, 2801 North Dixie Highway, Pompano
- Mancini Electric, 2400 NE 10th St, #402, Pompano Beach
- Anixter Pompano, 1200 NW 15th St, Pompano
- Atlantic Southern Paving- Sunrise
- WSD Contracting Inc.- Oakland Park

Section 11- LITIGATION

Since its inception in 2005, Shiff Construction has never had any litigation arising out of its performance. We have never failed to successfully perform a project. Only one claim was filed in 2016 by an air conditioning company, Calico Air, due to a dispute in payment owed and such claim was resolved during mediation.

Section 12- CITY FORMS

Please see attached.

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

Solicitation 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/Material to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "A"

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

Bid Number 07-19

TO: Shiff Construction & Development< inc.
(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:

at the following price: To be determined; estimated at 25%

2-6-19
(Date)

Shiff Construction & Development
(Name of Local Business Contractor)
180 SW 6th Street
(address)
Pompano Beach
(address City, State Zip Code)
BY: 
(Name)

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

Bid Number 07-19

TO: Shiff Construction & Development< inc.
(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:

Landscape materials

at the following price: To be determined

5-15-19

(Date)

Cutting Edge Industries

(Name of Local Business Contractor)

2025 NW 15th Avenue Unit B

(address)

Pompano Beach, FL 33069

(address City, State Zip Code)

BY: 

(Name)

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

Bid Number 07-19

TO: Shiff Construction & Development< inc.
(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:

Landscape contracting

at the following price: To be determined

2-6-19
(Date)

Sunlight landscape
(Name of Local Business Contractor)
901 E sample Road
(address)
Pompano Beach, Fl
(address City, State Zip Code)
BY: Fong Jacques
(Name)

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

Bid Number 07-19

TO: Shiff Construction & Development< inc.
(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:

Asphalt Paving/Sidewalks/Drainage/Signage

at the following price: To be determined

2-6-19

(Date)

Triple Nickel Paving

(Name of Local Business Contractor)

1300 NW 18th Street

(address)

Pompano Beach, FL

(address City, State Zip Code)

BY: 

(Name)

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

Bid Number 08-19

TO: Shiff Construction & Development< inc.
(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:

Asphalt paving/Drainage/Sidewalks/Signage

at the following price: To be determined

2-6-19

(Date)

Triple Nickel Paving

(Name of Local Business Contractor)

1300 NW 18th Street

(address)

Pompano Beach, Fl

(address City, State Zip Code)

BY: 

(Name)

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

Bid Number 07-19

TO: Shiff Construction & Development< inc.
(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:

Architectural consulting services

at the following price: To be determined

2-6-19

(Date)

DK Architects

(Name of Local Business Contractor)

24 NE 24th Avenue

(address)

Pompano Beach, FL 33062

(address City, State Zip Code)

BY: 

(Name) ANDRE CAPI, DIRECTOR

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

Bid Number 07-19

TO: Shiff Construction & Development< inc.
(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:

Electrical contracting

at the following price: To be determined

2-6-19
(Date)

John Mancini Electric
(Name of Local Business Contractor)
2400 NE 10th Ave
(address)
Pompano Beach, Fl
(address City, State Zip Code)

BY: 

(Name)

LOCAL BUSINESS EXHIBIT "C
LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

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

BID # _____

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

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

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 ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D" – Page 2

Section 13- REVIEWED AND AUDITED FINANCIAL STATEMENT

Please see Response Attachment #2 for Financial Statements marked "Confidential". Shiff Construction is financially capable of undertaking any of the combined projects. We will provide a Payment & Performance bond or bonding assurance letter upon request.

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

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

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.

XX comprehensive form
XX owned
XX hired
XX non-owned

☐

Minimum \$10,000/\$20,000/\$10,000
(Florida's Minimum Coverage)

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
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PROFESSIONAL LIABILITY

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 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. _____

Performance Bond

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 Unites 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

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:

**(SEAL OF
SURETY)**

By: _____
Address: _____

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

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 : _____

(SEAL OF SURETY)

Name of Surety: _____

By: _____

Attorney in Fact

(SEAL OF PRINCIPAL)

Name of Principal: _____

By: _____

Its authorized officer

Exhibit “E”

Project Schedule

(To be provided at a later date)