

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 **Kiewit Infrastructure South Co.** a foreign corporation authorized to do business in Florida (Construction Manager).

WITNESSETH:

That the said Construction Manager, having been awarded the Contract for the furnishing of services for the construction of the **SE 5th Avenue Bridge** ("Project") in accordance with the Request for Qualifications E-10-19 ("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"

KIEWIT INFRASTRUCTURE SOUTH CO.

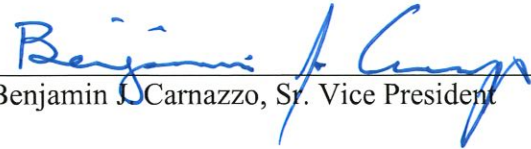
Witnesses:



Andy P. O'Keeffe
(Print or Type Name)



Thomas J. Boyle
(Print or Type Name)

By: 
Benjamin J. Carnazzo, Sr. Vice President

STATE OF Georgia

COUNTY OF Clayton

The foregoing instrument was acknowledged before me this 1st day of August, 2019, by Benjamin J. Carnazzo as Senior Vice President of KIEWIT INFRASTRUCTURE SOUTH CO., a DELAWARE corporation on behalf of the corporation. He/she is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA GEORGIA
Jamie L. Cooper

(Name of Acknowledger Typed, Printed or Stamped)

n/a
Commission Number

CITY OF POMPANO BEACH

G.O. POMPANO
SE 5TH AVENUE BRIDGE PROJECT

CONSTRUCTION MANAGEMENT AT RISK CONTRACT
SERVICES

GENERAL CONDITIONS

PROJECT NO. E-10-19

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: Kiewit Infrastructure South Co.
1580 Sawgrass Corporate Pkwy Suite 300
Sunrise, FL 33323
Attention: Rick Cummings
Email: rick.cummings@Kiewit.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 in **RFQ E-10-19 Construction Management at Risk (CMAR) Services for Various Bridge Improvement Projects**.

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

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

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

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

GC 32 SITE CONDITIONS

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

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

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

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

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

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

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

GC 35 INGRESS AND EGRESS

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

GC 36 PRECONSTRUCTION CONFERENCE

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

GC 37 MEETINGS

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

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

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

GC 40 WORK AREA

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

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

GC 41 PLANT, EQUIPMENT AND FACILITIES

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

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

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

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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

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

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

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

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

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

GC 43 SUBSTITUTIONS

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

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

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

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

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

GC 44 EXPEDITING

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

GC 45 FIELD LAYOUT OF WORK

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

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

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

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

GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA AND SAMPLES

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

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

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

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.

and float.

3. Activities showing scheduled start and finish, late start and finish,

4. Relations between activities.

5. Duration of activities. No activity should be scheduled for more than 20 workdays.

6. Contractual and other major milestones including phasing.

7. Schedule activities to include labor and material.

8. An allowance for delays due to weather. Contract Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.

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

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

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

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

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

scheduled to start, but not completed.

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

5. Percentage for completed and partially completed activities.

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

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

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

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

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

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

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

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

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

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

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

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

GC 48 RESPONSIBILITY FOR WORK SECURITY

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

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

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

GC 50 PROTECTION OF EXISTING PROPERTY

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

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

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

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

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

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

GC51 LABOR

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

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

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

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

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

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.

B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Construction Manager's commitments under Section 202 of Executive Order 11246 of September

24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

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

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

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

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

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

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

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

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

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

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

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

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

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

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

53.3 SURFACE AND SUBSURFACE WATER

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

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

53.4 EMERGENCIES

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

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

53.5 OWNER'S STANDARDS

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

GC 54 PROJECT SITE PROTECTION

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

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

GC 55 FIRE PREVENTION

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

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

GC 56 ILLUMINATION

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

GC 57 BEST MANAGEMENT PRACTICES

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

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

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

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

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

GC 58 DUST CONTROL

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

GC 59 WATER POLLUTION

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

GC 60 AIR POLLUTION

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

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

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

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

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

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

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

GC 63 TESTING

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

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

GC 64 PROGRESS

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

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

GC 65 CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

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

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

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

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

B. Specifications:

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

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

C. Manuals:

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

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

D. Endorsement:

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

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

E. Fixed Asset Equipment and Fixture Information:

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

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

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

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

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

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

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

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

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

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

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

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

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

GC 68 PROGRESS PAYMENT PROCEDURES

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

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

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

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

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

B. An Owner approved construction schedule update.

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

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

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

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

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

D. Damage to the Owner or a separate contractor;

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

F. Defective work or material is not remedied; or

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

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

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

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

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

B. Complete final cleaning of the Work.

C. Submit record documents (record drawings).

D. Submit listing of work to be completed before final acceptance.

E. Settle liens and other claims.

F. Obtain Consent of Surety for partial release of retainage.

G. Settle Liquidated Damages due to Owner, if any.

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

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

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

GC 69 USE OF COMPLETED PORTIONS OF WORK

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

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

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

GC 70 ALLOWANCES AND UNIT PRICES

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

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

GC 71 SUBSTANTIAL COMPLETION

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

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

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

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

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

H. Manufacturers' certifications and warranties shall be delivered to Owner.

I. All operations and maintenance training related literature, software and back-up disks shall have been provided. A video tape of the training shall be provided.

J. All required spare parts as well as any special tools shall have been provided.

K. The Project record Drawings and Specifications shall be submitted in accordance with GC 66.

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

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

GC 72 FINAL INSPECTION AND ACCEPTANCE

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

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

A. Liquidated Damages, as applicable.

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

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

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

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

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

GC 75 CLEANING UP

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

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

GC 76 PROJECT SIGNS

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

GC 77 PERFORMANCE AND PAYMENT BONDS/CHAPTER 558 OPT OUT

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

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



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS
E-10-19**

G.O.POMPANO

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

**MANDATORY PRE-PROPOSAL CONFERENCE:
FEBRUARY 4, 2019, 9:30 A.M.
CITY COMMISSION CHAMBERS
100 W. ATLANTIC BLVD.
POMPANO BEACH, FLORIDA 33060**

**RFQ OPENING: FEBRUARY 28, 2019 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

January 28, 2019

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ)
E-10-19

Construction Management at Risk (CMAR) Services for Various Bridge 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 – Palm Aire Bridges (estimated construction \$2,970,000 plus \$44,550 for preconstruction services). **Note:** this project may entail other streetscape services as well. Phase I includes design only. Funding for construction (Phase II) will be available on/or after October 1, 2021.
- 2 – SE 5th Avenue Bridge (estimated construction \$1,845,000 plus \$27,675 for preconstruction services). All work is expected to be completed in one phase.
- 3 – Terramar Drive Bridge (estimated construction \$1,125,743 plus \$16,886 for preconstruction services). All work is expected to be completed in one phase.

The City will receive sealed proposals until **2:00 p.m. (local), February 28, 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.

MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference will be held on **February 4, 2019, beginning at 9:30 a.m. (local)** in the City Commission Chambers, 100 W. Atlantic Blvd., Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

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

Introduction:

The intent of this "Request for Qualifications" is for the City to select no more than two (2) CMAR Firms capable of providing management services necessary to construct the improvements within the City as outlined above. The selected CMAR Firm(s) may be responsible for both preconstruction and construction phases of the selected projects and/or may be responsible for only the construction phase, depending on the

determination of the City for each said project. Generally, the selected CMAR Firm will be responsible for the successful, timely, and economical completion of the entire project. Applicants are encouraged to self-perform any of the general services listed herein. The CMAR Firm may retain necessary design professionals under the process provided in Florida Statute Section 287.055.

1. **Scope Of Services**

The City intends to issue contracts to no more than two (2) State of Florida licensed construction firms to provide **Construction Management at Risk (CMAR) Services** for various bridge improvement projects listed above. The number one ranked firm will be eligible for the contract with the highest anticipated construction budget. The number two ranked firm will be eligible for the second highest, and so forth. The number one ranked firm will be eligible for all 3 projects, or projects 1 and 3. The number two firm will be eligible for project 2 (see project list on previous page). Awards will be based on negotiated terms. Should the City be unable to come to terms with the number one ranked firm, then the City may choose to start negotiations with the number two firm. Should the City be unable to come to terms with the number two firm, the City may choose to negotiate with the number three firm. If the City is unable to come to terms with any of the short-listed firms, the City may choose to work with the number four ranked firm, and so forth. At any time, the City reserves the right to re-advertise and seek a new pool of applicants.

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

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

- 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% 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, Advisory Committee meetings, and public meeting will be required.

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

2. Tasks/Deliverables

Firms will provide plans at various intervals (30-60-90%) 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 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.

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 Minority/Women and Small Business Enterprises participation (M/WBE, SBE) for the project or phases of the project and 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

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

- A. Undergrounding existing FPL, ATT and Comcast overhead utilities.
- B. Pedestrian improvements within the ROW and City owned property.
- C. Exercise trail, passive park areas and possible playground upgrades.
- D. Eco-tourism elements.
- E. Trendy design and art elements.
- F. Landscape Beautification.
- G. On-Street Parking on various streets (if applicable).
- H. Base information review/identification of site design issues/opportunities.

- I. Cost estimating and value engineering.
- J. Paving and Hardscape materials.
- K. Lighting-Electrical Engineering (Fixture selection, photometrics and location).
- L. Site Furnishings and Special Features.
- M. Roadway alignment plan coordination.
- N. Outline Specifications.
- O. Plans that shall reflect the location and dimensioning of the following elements:

- 1. Plazas, walkways/sidewalks, and specialty features.
- 2. Steps, ramps and retaining walls
- 3. Site furnishings
- 4. Exterior lighting
- 5. Hardscape/Paving Plans
- 6. Special pavement materials and patterns (Type and location)
- 7. Pedestrian surfaces/Plazas
- 8. Curbs and paving borders
- 9. Planting Plans - Quantity, size, and description of the following:
 - a. Trees (including relocation of any existing trees)
 - b. Shrubs and groundcovers
 - c. Soil mixes
 - d. Planting details and specifications

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

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

- Q. Construction Details

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

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

- S. Other

3. Local Business Program

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

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

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:

www.pompanobeachfl.gov 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. Proposal Submission/Format Requirements

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 RFQ. 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 similar past 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.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

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:

Must be marked "CONFIDENTIAL" and uploaded separately from proposal.

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
<hr/>	
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
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___ 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 and points:

<u>Criteria</u>	<u>Point Range</u>
<p>A Overall approach and methodology:</p> <p>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.</p>	0-15
<p>B Prior experience with projects of similar size for a government agency and complexity in an urban environment especially regarding streetscape improvements, i.e., sidewalk widening projects, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL, Comcast, and AT&T standards and certifications (if necessary and applicable, contractor and/or subcontractor must be FPL/Comcast/AT&T- approved/certified), roadway construction and resurfacing (for work on FDOT and/or County roadways contractor and/or subcontractor may need to be FDOT and/or County approved/certified), etc., completed during the past five (5) years:</p> <ol style="list-style-type: none"> 1. Number of similar projects including projects completed for the City 2. Complexity of similar projects 3. References from past projects: 4. Safety record 	0-30

C Knowledge of site and local conditions: 0-5

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.

D Firm's financial capability: 0-30

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 **Letter of Commitment** confirming staff assigned to the project(s) will participate until the project is completed. Replacement of designated staff will require City's written approval:

1. Number of technical staff
2. Qualifications of technical staff:
 - (a) Number of licensed staff
 - (b) Education of staff
 - (c) Experience of staff

E Scheduling/Cost Control: 0-20

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.

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

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.

CITY OF POMPANO BEACH

MANDATORY PRE-PROPOSAL CONFERENCE

SIGN IN SHEET

RFQ NUMBER: **E-10-19**

RFQ NAME: **Construction Management at Risk (CMAR) Services
for Various Bridge Improvement Projects**

DATE: 2/4/19

ATTENDEES NOTE: Furnish complete information. This completed form becomes the basis of the mailing list for all addenda. **Only** companies represented on this sheet may submit bids for the above named project.

Company Name State Contracting & Engineering Corp.
 Your Name /Title Elton SEE / Project Manager
 Mailing Address 5391 N. W. 14th Road
 City Surprise State FL Zip Code 33351
 Telephone Number (954) 923 4747 Ext 103 Fax Number () _____
 Email Address pcarrty@statecontracting.com

Company Name LAMBERT BROS, INC
 Your Name /Title NICHELE DEBOE / ESTIMATING ASST.
 Mailing Address 5501 N. POWERLINE RD.
 City FT. LAUDERDALE State FL Zip Code 33309
 Telephone Number (954) 491. 9380 Fax Number () _____
 Email Address md@lambertbros.net

Company Name C. Squares Development - Co.
 Your Name /Title Cleddi. Lhusen - Project Exce
 Mailing Address 2641 E. Atlantic Blvd - 202
 City Pompano Beach State FL Zip Code 33062
 Telephone Number (561) 292-1081 Fax Number () _____
 Email Address Cleddi. Lhusen@csquaresdevelopment.com

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

CITY OF POMPANO BEACH

MANDATORY PRE-PROPOSAL CONFERENCE

SIGN IN SHEET

RFQ NUMBER: **E-10-19**

RFQ NAME: **Construction Management at Risk (CMAR) Services
for Various Bridge Improvement Projects**

DATE: 2/4/19

ATTENDEES NOTE: Furnish complete information. This completed form becomes the basis of the mailing list for all addenda. **Only** companies represented on this sheet may submit bids for the above named project.

Company Name Kiewit Infrastructure South Co.
 Your Name /Title Bruce Applegate / SPONSOR
 Mailing Address 1580 Sawgrass Corporate Parkway, Suite 300
 City Sunrise State FL Zip Code 33323
 Telephone Number (954) 835-2228 Fax Number () _____
 Email Address bruce.applegate@kiewit.com

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

Company Name American Surface Engineers
 Your Name /Title RAFAEL DRADRACH / GC
 Mailing Address 3225 NE 13th St.
 City Pompano Beach State FL Zip Code 33062
 Telephone Number (9) 421-5159 Fax Number () _____
 Email Address RAFAEL@AmericanSurfaceEngineers.com

Company Name KINETIC Energy Consultants
 Your Name /Title CHET S. PHILIPS SR. MANAGING PARTNER
 Mailing Address 3434 NE 13TH AVE
 City OAKLAND PARK State FL Zip Code 33334
 Telephone Number (561) 215-3715 Fax Number () _____
 Email Address CHET.PHILIPS@KEC-CONSULTANTS.COM

CITY OF POMPANO BEACH
MANDATORY PRE-PROPOSAL CONFERENCE

SIGN IN SHEET

RFQ NUMBER: **E-10-19**

RFQ NAME: **Construction Management at Risk (CMAR) Services
for Various Bridge Improvement Projects**

DATE: 2/4/19

ATTENDEES NOTE: Furnish complete information. This completed form becomes the basis of the mailing list for all addenda. **Only** companies represented on this sheet may submit bids for the above named project.

Company Name KIKCS
Your Name /Title Raymond Saavedra
Mailing Address 201 S Biscayne Blvd Floor 29
City Miami State FL Zip Code 33131
Telephone Number (305) 537-0027 Fax Number ()
Email Address Raymond.Saavedra@KIKCSworld.com

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

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

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

CITY OF POMPANO BEACH
MANDATORY PRE-PROPOSAL CONFERENCE

SIGN IN SHEET

RFQ NUMBER: **E-10-19**

RFQ NAME: **Construction Management at Risk (CMAR) Services
for Various Bridge Improvement Projects**

DATE: 2/4/19

ATTENDEES NOTE: Furnish complete information. This completed form becomes the basis of the mailing list for all addenda. **Only** companies represented on this sheet may submit bids for the above named project.

Company Name C. Square Development Co.
Your Name /Title Shoshen Campbell
Mailing Address 2641 E Atlantic Blvd.
City Pompano Beach State FL Zip Code 33062
Telephone Number (561) 376-9535 Fax Number ()
Email Address Shoshen.Campbell@csquaredevelopment.com

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

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

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

Question	Answer
Could the contractor submit a commitment to the City's local business goal of 10% during construction upon award of the contract?	3. Yes, but once a GMP contract is executed, the contractor must demonstrate compliance.
Exhibit A requires the listing of proposed subcontractors, including a percentage of proposed contract value and Exhibit B requires letters of intent for subcontractors to be used on the project. The RFP also states: "CMAR will prepare bidding packages and secure no less than three (3) proposals for work not conducted by own work forces." Given that the scopes of work and quantities have not been provided to a level of detail that would facilitate solicitation of subcontractors and suppliers at this time, please clarify the intent of the City for Exhibits A and B.	Exhibits A and B will be used at a later date. Contractors shall list proposed subs (if available), but are not required to meet 10% participation until a GMP is executed.
Please provide any pertinent design plans, renderings, etc. showing the proposed scope of work.	Plans will be provided to the selected CMAR. This is a pre-qualification process only. Firms are not authorized to contact design teams.
Is it possible to get a more in-depth description of the services that need to be provided to complete this project? I am concerned that the overview does not include "actuals" but is leaning towards "probables". Is it also possible to contact Kimberly Horn or Ty Lynn directly to provide a better scope in order to get the proposal accurate? Please advise.	Plans will be provided to the selected CMAR. This is a pre-qualification process only. Firms are not authorized to contact design teams.

Memorandum

From: Antonio Pucci, Contract Manager

Solicitation E-10-19 Addenda 1 and 2

On Feb. 26, 2019 both addenda were issued against the solicitation in error. They are immaterial to the solicitation and resulting contract documents. The addenda issuance was inadvertently included, are not related to the project, and henceforth both documents are to be excluded from the contract documents.

From: [Antonio Pucci](#)
To: john.zelenka@kiewit.com
Cc: [Horacio Danovich](#); [Samantha York](#)
Subject: City of Pompano Beach Solicitation E-10-19
Date: Thursday, July 18, 2019 1:53:19 PM

Good afternoon,

My name is Antonio Pucci, I am the City's Contract Manager. It has recently come to our attention that two addenda were erroneously uploaded and attached to the above referenced solicitation. These were immaterial to the solicitation and the upcoming contract documents. The addenda issuance was inadvertently included, are not related to the project, and henceforth both documents are to be excluded from the contract documents.

Thank you,

Antonio Pucci
Contract Manager
City of Pompano Beach
Office: 954-786-5574.



E-10-19 Addendum 2

Kiewit Infrastructure South Co

Supplier Response

Event Information

Number: E-10-19 Addendum 2

Title: Construction Management at Risk (CMAR) Services for Various Bridge Improvement Projects

Type: Request for Qualifications

Issue Date: 1/28/2019

Deadline: 2/28/2019 02:00 PM (ET)

Notes: 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 – Palm Aire Bridges (estimated construction \$2,970,000 plus \$44,550 for preconstruction services). Note: this project may entail other streetscape services as well. Phase I includes design only. Funding for construction (Phase II) will be available on/or after October 1, 2021.
- 2 – SE 5th Avenue Bridge (estimated construction \$1,845,000 plus \$27,675 for preconstruction services). All work is expected to be completed in one phase.
- 3 – Terramar Drive Bridge (estimated construction \$1,125,743 plus \$16,886 for preconstruction services). All work is expected to be completed in one phase.

The City will receive sealed proposals until 2:00 p.m. (local), February 28, 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.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on February 4, 2019, beginning at 9:30 a.m. (local) in the City Commission Chambers, 100 W. Atlantic Blvd., Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

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

Contact Information

Contact: Jeff English
Address: 1190 NE 3rd Avenue
Building C
Purchasing
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Kiewit Infrastructure South Co Information

Contact: John Zelenka
 Address: 1580 Sawgrass Corporate Parkway
 Suite 300
 Sunrise, FL 33323
 Phone: (954) 835-2228
 Email: john.zelenka@kiewit.com

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

John Zelenka

Signature

Submitted at 2/28/2019 9:47:48 AM

john.zelenka@kiewit.com

Email

Requested Attachments

Solicitation Proposal

KISC_Response to Pompano Beach_Various Bridges Impr_E-10-19.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. 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.

Reviewed and Audited Financial Statement

KISC_Unaudited_Financial Statements_Bridges.pdf

Will remain confidential pursuant to section 119.071 of the State of Florida Statutes.

Local Business Program Forms

KISC_Pompano Beach_Various Bridges_Exhibits A-D.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

T1_T2_Form Local Business Form

KISC_Pompano Beach_Various Bridges_T1-T2 Compliance Form.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete this form and upload it to the Response Attachments tab.

Response Attachments

KISC_Pompano Beach_Various Bridges_Proposer Information Page.pdf

Proposer Information Page

Bid Attributes

1 Conflict of Interest

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

No

2 Drug-Free Workplace

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Select Yes below from the drop down menu to certify that your firm complies with the above requirements.

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

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

4 Local Business Participation Percentage

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

5 Terms & Conditions

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

6 Acknowledgement of Addenda

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

Pompano Beach

CITY OF POMPANO BEACH

RFQ #E-10-19

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

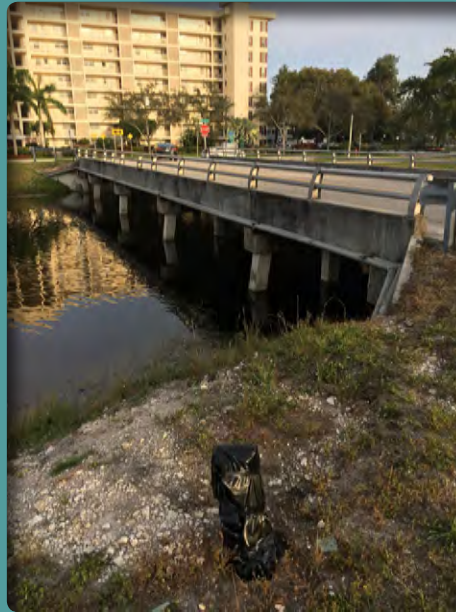
FEBRUARY 28, 2019 2:00 P.M.



CITY OF POMPANO BEACH

CMAR Services for Various Bridge Improvement Projects

E-10-19



Submitted by: **Kiewit Infrastructure South Co.**
1580 Sawgrass Corporate Parkway
Suite 300
Sunrise, FL 33323
(954) 835-2228

Rick Cummings, Principal-in-Charge
rick.cummings@kiewit.com
(954) 614-3250

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Letter of Interest



Letter of Interest

February 28, 2019

Jeff English
Purchasing Office
City of Pompano Beach
1190 NE 3rd Avenue, Building C (Front)
Pompano Beach, Florida 33060

Re: Construction Management at Risk (CMAR) Services, for Various Bridge Improvement Projects, E-10-19

Dear Mr. English,

Kiewit Infrastructure South Co. (KISC) would like to thank the City of Pompano Beach for the opportunity to submit our Statement of Qualifications for the Construction Management at Risk (CMAR) Services for Various Bridge Improvement Projects. We are confident you will find our proposal responsive and responsible, and we look forward to the opportunity to join the City's team to complete this important project.

KISC understands the City's chosen CMAR procurement model for this project. We believe that our local knowledge, extensive bridge construction experience and staffing resources will assist the City's team during all phases of this project. As our project references will show, KISC has a high level of effort, involvement, organization, and a sense of urgency will be required to successfully complete this project. KISC has implemented standard operating procedures and best practices in our estimating, preconstruction services, constructability, risk management, project management, planning, and construction techniques at both a corporate and local level that have proven successful on more than 600 alternative delivery projects company-wide. KISC is committed to bringing these tools to this project which will give the City confidence in the project's progress and established path to completion.

A successful construction manager appreciates the responsibilities and requirements of each team member, the relationships between preconstruction, and the importance of GMPs. Other key benefits KISC can offer include:

Unmatched Safety and Quality Performance. Our culture of "Nobody Gets Hurt" and "Build it Right the First Time" have resulted in our industry-leading safety and quality performance. Our Experience Modification Rate (EMR) rating for 2018 was 0.40, which is well below the industry standard. This culture translates to a commitment from KISC that the City's focus on receiving a safe and high-quality project does not go unnoticed. We place significant emphasis on quality and have made it our core value, second only to the safety of our employees, clients, stakeholders, and the public. Our disciplined, process-based quality program is built on accountability, systematically measured results, and a process to promote continuous improvement. We believe that quality is not only about the final product, but also the step-by-step processes and procedures used to achieve superior results.

POINT OF CONTACT

Kiewit Infrastructure South Co.
FEIN: 47-0530367

1580 Sawgrass Corporate Pkwy
Suite 300
Sunrise, FL 33323
P: (954) 835.2228
F: (954) 835.2335

Rick Cummings, South Florida Area Manager
M: (954) 614-3250
rick.cummings@Kiewit.com

Letter of Interest

CMAR/Alternate Delivery Experience. Kiewit has been delivering CMAR projects in the infrastructure market for more than 15 years, including some of the first CMAR projects in the United States. Kiewit has collectively managed over \$11B in CMAR projects and over \$70B in alternative delivery contracts for a variety of clients. Managing the preconstruction services, constructability, risk analysis and elimination, estimating, and scheduling are key components that our experienced staff know how to deliver on schedule, and with cost certainty. We understand the G.O. Bond Program's vision and its importance to the local community, voters and taxpayers. With this understanding, we will work in collaboration with the City and consultants as one team to optimize the GMPs within their budgets and vision.

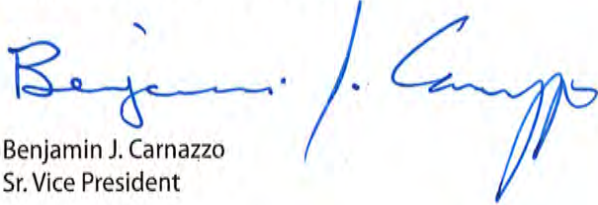
Schedule Certainty and Self-Perform Capabilities. KISC's diversity and self-performing capabilities are two of our greatest strengths. KISC has the ability to self-perform and rapidly mobilize resources of both staff, craft, and construction equipment to complete this project. Controlling our own operations, from planning through execution whenever possible, provides schedule certainty to our projects and clients.

KISC's values stem from a core set of strong principles which are our company's cornerstone and the sum of our business ethics conduct: *People, Integrity, Excellence and Stewardship*. With a safety-minded workforce and a spirit of partnership, we will deliver the best value, as well as a positive experience for the residents of the Pompano Beach.

Rick Cummings has been actively involved in this pursuit as our South Florida Area Manager and will represent KISC in this contract. He has the authority to commit all personnel, equipment, and financial resources required to effectively execute this work. Should you have any questions, please feel free to contact him by email to rick.cummings@kiewit.com. or by phone at (954) 614-3250.

Sincerely,

Kiewit Infrastructure South Co.



Benjamin J. Carnazzo
Sr. Vice President

Technical Approach



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.

Collaboration

You are a big part of the process. KISC knows that the best way to build a professional and collaborative team is to partner with you and the stakeholders from day one. From our current experience with recent CMAR projects, we strongly believe partnering begins with the understanding that open communication and teamwork are essential to achieving the objectives. Everyone participates and contributes to the plan and schedule, which reduces risk, time and money.

We will meet regularly to listen to your needs and concerns and discuss our ideas and solutions with you. This allows us to assist the City in enhancing design through effective, constructability reviews and value engineering. Our ultimate goal is the on-time and on-budget delivery of the project that meets the City's expectations.

To kick off the project, we will meet to gain understanding of the project status, constraints, stakeholder concerns and schedule, and will establish counterpart relationships and set goals for what we aim to achieve. We understand the impact that a construction project can have on a community, and we want to understand everyone's goals from day one and shape the entire project around those goals.

During preconstruction, we will hold a monthly Partnering Meeting, to give the team ample opportunities to track preconstruction progress, set action items, discuss design progress and collaborate to find innovative ways to meet project goals. We invite stakeholders such as local governments, utility companies, adjacent property owners, and local businesses so we can understand their concerns and ensure that they are addressed from the beginning. We also include stakeholders, when necessary, at designated Construction Progress Meetings as determined by the Team and take them on monthly field tours to discuss the progress of the project and discuss any concerns. In addition, we will hold a monthly Four-Square review meeting with all project team members during both preconstruction and construction where everyone can see the hot issues at-a-glance.

During construction, we will hold weekly progress meetings and daily/weekly quality inspections. In the progress meetings, we will discuss the challenges of the week ahead.



THE FOUR-SQUARE MATRIX
is a monthly performance snapshot.

- ✓ Increases communication of project trends
- ✓ Develops a better understanding of issues
- ✓ Results in prompt resolution

Design and Constructability Review

One of the greatest benefits of the CMAR delivery method is the early involvement of the contractor in the design process. We are able to resolve constructability issues with the designer and make the best plan to address both quality and risk. Bruce Applegate, proposed Project Manager, will lead our preconstruction team in developing constructability reviews and a preconstruction schedule, which includes design milestones, constructability review meeting dates, GMP estimate dates, and any other pertinent milestones needed to manage the design phase. He has led preconstruction services on 11 previous infrastructure CMAR and Design-Build contracts. This approach has proven successful on other CMAR projects where the



"Bruce's proactive planning, engagement with stakeholders and consistent follow-through was instrumental in the success of our project. I look forward to working with him in the future."

—Gary Baker, P.E., Dir. of Construction, Foothill Gold Line Project

preconstruction schedule has aided the team in identifying the critical path, promoted accountability to critical activities, and generated understanding of long-lead items such as permits or stakeholder approvals that could impact the start of the project. The benefit to you is a constructable design assessed for both quality and risk prior to its release, that is completed ahead of schedule.

During every phase of the design, we conduct a formal process to provide innovative constructability and value engineering ideas. Our experienced superintendents and engineers review all design submittals to confirm the plans are constructable and compatible with planned construction methods. They also identify areas to improve the overall design through frequent, informal constructability review meetings.

Informal, over-the-shoulder reviews (OTS), are used to focus on more discipline-specific design reviews where we contribute value-engineering ideas. This approach ensures comments are "designed-in" rather than "reviewed-in." This ultimately reduces the design schedule and overall design man-hours. These bridges are well suited for over-the-shoulder reviews, due to the varied repairs, replacements and improvements that may have to be performed. We will invite input from subject matter experts within our company to provide every possible idea that can improve cost and schedule on this project. Bruce will track all comments on an easy to use constructability comment form and will distribute the comments at each design milestone, or at additional intervals, as needed. Once the comments are transmitted, responses from the design team will be tracked, and he will verify that the constructability comments have been addressed and incorporated into the revised plans.

The team reviews each drawing in detail, focusing on:

- A design that optimizes materials and results in efficient construction methods to ensure constructability
- A finished product that meets all of the specified design criteria
- A design that has been coordinated with all disciplines and avoids conflicts during construction providing swift and efficient operations that exceed schedule requirements
- Design and construction best management practices incorporated from previous projects to improve the finished product quality
- Cross-checking details across design packages, providing a second set of eyes to reduce errors

Our constructability review process streamlines the design process, reduces errors and omissions, improves constructability and quality, reduces the cost of construction, and optimizes the project delivery schedule.

For value engineering, each suggestion will be provided to the team and evaluated to decide whether to further advance the idea. Advancing a suggestion may result in the need for cost estimating, value analysis or exploring a design for feasibility. To accomplish this, we utilize Decision Analysis and Resolution Team (DART) tracking. The DART matrix organizes and

quantifies innovations developed during design to help the team evaluate the overall change. Each innovation is evaluated based on impacts to design, construction, schedule, the client, and overall project goals. Weighted scores are entered for each category. This allows the team to make an informed decision whether we move forward with an innovation by analyzing redesign cost and schedule impact. Several of our innovative ideas listed in the construction plan portion of this proposal would be ideal candidates for a DART analysis. We look forward to sharing and vetting these ideas with your team.

A valuable tool that we will use during the design phase is the DART tracking matrix, which has been successfully used to objectively evaluate multiple options using project specific criteria.

Kiewit		Decision Analysis and Resolution Team (DART) Tracking Matrix		DART #	00001
				Proposer	
				Date	
Discipline	<input type="checkbox"/> Drainage <input type="checkbox"/> Grading <input type="checkbox"/> Structures <input type="checkbox"/> Utilities				
Area of Improvement	<input type="checkbox"/> Constructability/Phasing <input type="checkbox"/> Material Substitutions <input type="checkbox"/> Standard Spec Change <input type="checkbox"/> M&P Change <input type="checkbox"/> Design Alternative <input type="checkbox"/> General Conditions <input type="checkbox"/> Other				
Item Description					
Proposed Concept					
Impacts to Design Scope on a Dollar Basis	Impacts to Construction Scope on a Dollar Basis	Impacts to Owner on a Dollar Basis	Impacts to Schedule on CPM Basis		
Champion(s)	Champion(s)	Champion(s)	Champion(s)		
1. < \$100K in Cost	1. < \$100K in Cost	1. < \$100K in Cost	1. < 2 Weeks delay		
2. \$100K - \$250K in Cost	2. \$100K - \$250K in Cost	2. \$100K - \$250K in Cost	2. 2 - 4 Weeks delay		
3. \$250K - \$500K in Cost	3. \$250K - \$500K in Cost	3. \$250K - \$500K in Cost	3. 4 - 8 Weeks delay		
4. \$500K - \$1M in Cost	4. \$500K - \$1M in Cost	4. \$500K - \$1M in Cost	4. 8 - 12 Weeks delay		
5. > \$1M in Cost	5. > \$1M in Cost	5. > \$1M in Cost	5. > 12 Weeks delay		
6. No Impact	6. No Impact	6. No Impact	6. No Impact		
7. < 1 Week in Savings	7. < 1 Week in Savings	7. < 1 Week in Savings	7. < 1 Week in Savings		
8. 1 - 2 Weeks in Savings	8. 1 - 2 Weeks in Savings	8. 1 - 2 Weeks in Savings	8. 1 - 2 Weeks in Savings		
9. 2 - 4 Weeks in Savings	9. 2 - 4 Weeks in Savings	9. 2 - 4 Weeks in Savings	9. 2 - 4 Weeks in Savings		
10. > 4 Weeks in Savings	10. > 4 Weeks in Savings	10. > 4 Weeks in Savings	10. > 4 Weeks in Savings		
ROM: < \$100K in Savings	ROM: < \$100K in Savings	ROM: < \$100K in Savings	ROM: < \$100K in Savings		
ROM: \$100K - \$250K in Savings	ROM: \$100K - \$250K in Savings	ROM: \$100K - \$250K in Savings	ROM: \$100K - \$250K in Savings		
ROM: \$250K - \$500K in Savings	ROM: \$250K - \$500K in Savings	ROM: \$250K - \$500K in Savings	ROM: \$250K - \$500K in Savings		
ROM: \$500K - \$1M in Savings	ROM: \$500K - \$1M in Savings	ROM: \$500K - \$1M in Savings	ROM: \$500K - \$1M in Savings		
ROM: > \$1M in Savings	ROM: > \$1M in Savings	ROM: > \$1M in Savings	ROM: > \$1M in Savings		
ROM: No Impact	ROM: No Impact	ROM: No Impact	ROM: No Impact		
Total Score:					
Champion(s):					
Attachments:					
DART Recommendations:					
Schedule to Follow-up:					
Final Resolution:					
Date Closed					
NO <input type="checkbox"/> Implemented YES <input type="checkbox"/>					

1. Select discipline

2. Select area of improvement

3. List impacts to design, construction, owner, and schedule

4. Select appropriate box

5. Enter weighted score for each category.

6. Enter Rough Order of Magnitude (ROM) cost/time impact for each category

7. Determine total score

8. Make recommendation on whether or not to proceed with concept

Critical Design Coordination Activities

KISC will develop site-specific plans with these considerations for each location.

Maintenance of Traffic. We will work closely with MOT designers and City representatives to determine working room requirements, project access points, coordinate a phasing workshop and develop a phasing plan. This will provide an opportunity for everyone's feedback and "buy in" for the final plan. Additionally, throughout preconstruction, we will work with the design consultant and the City to address potential detours and emergency management, developing solutions to potential road closures issues with the least impact on the travelling public, businesses, and community.

Demolition and Construction Plan. One critical portion of the preconstruction phase will be the establishment of a productive and environmentally conscientious construction plan. As part of the phasing workshop, KISC, the design consultant, and the City will have an opportunity to evaluate the proposed construction sequencing and develop a methodology that suits all parties. In addition, involving the U.S. Coast Guard, USACE and other city/county agencies involved in the operation of the canals will allow an opportunity to discuss potential canal closures and ensure the safety of all boat and traffic beneath the bridge. Our primary goal is the safety of the traveling public and our own people.

Another key objective of the construction plan is the reduction of all environmental impacts successfully obtaining applicable permits. Our approach to managing permits is to proactively evaluate and document avoidance/minimization opportunities while performing early coordination with the regulatory agencies to obtain their input. Their early input in the design phase will streamline the permitting process. This process of proposing innovative construction techniques and/or methods, participating in targeted regulatory agency coordination meetings, and demonstrating successful avoidance/minimization has been performed to the maximum extent practical ensures the project maintains environmental compliance, streamlines the permit/approval process, as well as, minimizes risk to the schedule.

Utilities Plan. During preconstruction, Kiewit will assist the City with advanced planning, identification, and coordination efforts with Utility Agency Owners (UAO) including coordination efforts with City utilities, FPL, Comcast, AT&T and any other utilities that may be identified at each site. Kiewit will develop an Emergency Action Plan in coordination with City and the UAOs to address unknown utilities, unforeseen conflicts, and nonresponsive UAOs that will include an Issue Escalation Matrix for each UAO. During design, Kiewit will focus on avoidance as the preferred approach for utility conflict mitigation. We will make every effort to design around and minimize the potential for adverse impacts and project delays stemming from utility conflicts. All city-owned and UAO facilities will be located by non-destructive means prior to any construction activity to avoid potential conflicts.

SELMON EXPRESSWAY WESTERN EXTENSION | TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY | TAMPA, FL

Kiewit is currently constructing the Selmon Expressway Western Extension for the Tampa-Hillsborough Expressway Authority. This Design-Build project is creating elevated express lanes along Gandy Blvd in Tampa. Selection was primarily based on a team's ability to develop an aesthetically-pleasing bridge that minimized the impacts to residents, businesses, and existing traffic. To develop the best bridge design,

Kiewit brought our internal engineering group, Kiewit Infrastructure Engineers, and external partners to the table to create a one-of-a-kind structure with unique lighting. Additionally, the bridge pier designs were selected in part through a public vote. Special care is also being taken to ensure that the businesses that line Gandy Blvd never lose roadway access during construction.



Risk Management

Reducing risk and applying innovation is critical to the success of this project. All work has a potential for risk, however this can be diminished by careful management with appropriate proactive action and bringing innovation to potentially risk-prone areas. Risk management begins by defining the risks associated with the project. Understanding the potential for a risk as well as its potential impact is essential to managing and mitigating it.

Development of Risk Registers

Early identification of risk is key, so we work to identify risks in the preconstruction phase, when there is opportunity for risks to be reduced or eliminated through design/construction evaluation. Risk workshops will help with the Project Team and Stakeholders identify a comprehensive listing of risks, from all perspectives. This register is further developed by assigning a risk level, cost and probability to each risk so the project team can focus on those items that represent the largest exposure to the project and the best opportunities for cost reduction. Starting with the elimination/minimization of the largest risk items first and then working down to the smaller risk items, the team will be able to minimize the amount of contingency needed for construction. Separating the cost component associated with risk from the cost model allows the team to quickly see how risk is affecting the project cost while the individual bid items within the cost model remain transparent. By utilizing and managing the risk register on MDOT SHA's MD 97 CMAR project, we were, the entire team will be able to analyze the data in a systematic approach.

Our Approach to Guaranteed Maximum Price Development

As part of the preconstruction services, construction cost estimates will be developed at each estimating milestone. These cost estimates will provide a detailed, itemized breakdown of the various cost components to provide a clear understanding of the construction costs for the project. This open book approach and methodology results in transparency at all levels within the cost model.

Our experience providing preconstruction services on other CMAR projects places us in a position to achieve a high level of accuracy throughout the cost development process that you expect. On recent CMARs, our GMP process has given Owners an understanding of the project costs and ensure that they can allocate appropriate funding for construction.

Our priority during the development of the cost model is to determine an accurate and realistic cost for the project which will become the baseline for controlling costs during preconstruction and construction. There are several cost estimating principles and best practices for preconstruction services that balance the project objectives with the project target value:

- Employ, one or a combination, of our cost estimating systems. The systems include conceptual estimating templates, detailed estimating processes, and extensive past costs from our estimating databases.
- Apply actual costs of materials, equipment, and labor on current projects within the area based on local/national market conditions/trends.
- Accurate and timely input of the unique expertise of specialty trades and local businesses.

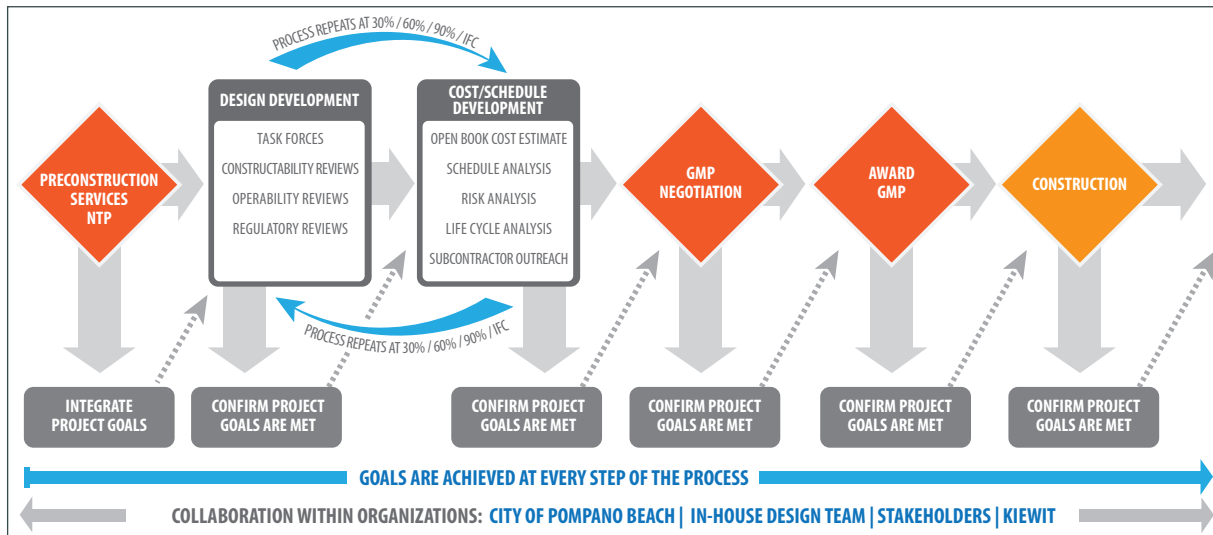
All GMP proposals will have the following common elements once completed and submitted:

- **GMP Summary:** an overall summary level of the GMP estimate
- **Estimate Detail:** the detailed quantity survey, unit costs and subcontractor pricing work product for each of the estimate items of work
- **Assumptions and Clarifications:** a narrative of the assumptions used in the preparation of the GMP and any clarifications regarding any aspects of the GMP estimate
- **Allowances:** a listing of any allowances contained within the GMP estimate
- **Alternates:** a listing of any additive or deductive alternates to the GMP available for the City to act upon after acceptance of the GMP
- **Schedule:** the detailed schedule specific for the work associated with the proposed GMP
- **Document List:** the list of plans and specifications utilized in the preparation of the GMP proposal

30/60/90%/Final GMP Development

The first step is to establish the baseline estimate early. Early development allows the team to develop a good feel for the overall project cost, and understand where the monetary emphasis is placed. By focusing on large cost items, and understanding each discipline estimate, we can more effectively decide what areas need the greatest focus to improve the overall cost and maximize value.

Additionally, we believe that as the design progresses, the project cost should not increase. As more definitive designs develop, conceptual, and quantity survey estimating continues. Parallel to the evolution of the design, the estimate is continually checked against the initial GMP estimate for component compliance and design control. From time to time, as the design evolves, adjustments may be made to the component budgets, while maintaining the bottom line. These adjustments are made with the team's input and concurrence. Specifically, the budget estimate process evolves as illustrated in the flow chart shown above. As an experienced CMAR contractor, we will be able to anticipate potential cost impacts as the design evolves.



Cost Model Evolution Log

The Cost Model Evolution Log is the cornerstone to Kiewit's open-book approach to developing a project's cost estimate that allows an owner to see all cost elements of the project and how the estimated project costs are developed from conception to the final GMP. The foundation of the Cost Model Evolution Log is customarily the 30% design deliverable. During this period, we will also perform value engineering analysis on any concepts that result from the reviews, and develop feasibility studies for each idea. We will evaluate cost, design effort, long term maintenance, and schedules in these analyses.

The reason for each change is captured and summarized by the bid item as well as by the overall project									
Bid Item Number and Description					Structural Concrete (Class S, f _c =4500 PSI)				
Cost Model Storage	Change Category	Quantity	Equipment & Maint.	Labor	Materials & Subs	Total	Difference Between Models	Independent Cost Estimate	
								Quantity	Total
40% Cost Model		3,544 CY	\$216,922	\$665,954	\$620,545	\$1,503,421		3,478 CY	\$1,486,782
Added pipe block-outs...	SI	- CY	\$3,412	\$22,320	\$2,107	\$27,839		66 CY	\$16,719
Stand all bridge pier...	VE	- CY	\$(13,866)	\$(42,913)	\$(5,227)	\$(62,006)			
Thin bridge deck alt...	QA	(38) CY	\$(2,326)	\$(7,141)	\$(6,654)	\$(16,120)			
Adjust 40% Cost Model		3,506 CY	\$204,142	\$638,220	\$610,771	\$1,453,134			
70% Cost Model		3,492 CY	\$203,409	\$616,506	\$614,646	\$1,434,561	\$(18,573)	3,492 CY	\$1,492,686
Incr. concrete buy price \$3...	UP	3,508 CY	\$-	\$-	\$10,524	\$10,524		0 CY	\$(58,125)
VE/cost reduction	VE	(36) CY	\$(5,358)	\$(19,794)	\$(6,336)	\$(31,488)			
Lth. of abut. wall changed	QA	52 CY	\$3,029	\$9,181	\$9,153	\$21,362			
Adjust 70% Cost Model		7,016 CY	\$201,080	\$605,893	\$627,987	\$1,434,959			
90% (FINAL) Cost Model		3,477 CY	\$209,525	\$590,819	\$612,920	\$1,413,264	\$(21,695)	3,477 CY	\$1,426,275
At each design milestone, the CMEL provides the cost and quantity difference between our cost model and the independent cost estimate									
The CMEL summarizes the cost changes to each bid item by category									
Bid Item Changes by Change Types			40%	70%	Total				
SI/SD	Project Scope Increase/Decrease		\$27,839	\$-	\$27,839				
VE	Value Engineering		\$(62,006)	\$(31,488)	\$(93,494)				
UP	Unit Price Adjustments		\$-	\$10,524	\$10,542				
QA	Quantity Adjustments		\$(16,120)	\$21,362	\$5,242				
OT	Other		\$-	\$-	\$-				
Total Adjustments			\$(50,287)	\$398	\$(49,889)				

Preliminary Construction Schedule Development

Developing an accurate and inclusive preconstruction, construction and post-construction schedule is one of the most important tasks to be performed by the CMAR contractor. The schedule clearly communicates the necessary resources, processes and the critical path to the successful completion of your project. Schedule development will be a collaboration between KISC, City and consultants to ensure that all aspects of the work, third-party interactions and special events are known and integrated into the schedule. Our preliminary GMP schedule model will be based on the following elements:

- Production durations based on our similar past projects
- Well-organized, planned and integrated construction operations.
- Experienced key personnel with a successful of completing quality work, safely, on time and within budget.
- Will take into account working windows, special events and weather impacts as determined by the Team.

Subcontractor Selection and Self-Performance Plan

We have the staff, craft and equipment resources necessary to self-perform the critical scopes of work on this project. On most local projects, we have the capability to perform most scopes of work, however we work closely with the local subcontracting community to ensure that the City will receive the best value option for the performance of all scopes of work. Our key staff has worked in identical roles on past projects in the Tri-County area and has the experience to build this work and manage local subcontractors. By self-performing critical path items of the project, we provide the following benefits:

- Improved control of safety, quality, environmental, schedule and budget
- Control and maintain the schedule and can react to issues quickly
- Cover gaps in the local subcontractor community

The subcontractor procurement process starts during the early stages of preconstruction with the creation of bid packages, prequalification of subcontractors and the identification of long-lead items. Our subcontractor selection process guarantees:

- Both local and M/W- and SBE-certified subcontractors have multiple opportunities to participate.
- Prequalification of subcontractors is based on weighted value criteria in collaboration with the City.
- Establishing a Confirmed Bidders List to ensure that there are at least three bidders for every package.
- Upon receiving bids, award recommendations will be evaluated on a combination of qualifications and price, subject to concurrence with the City.

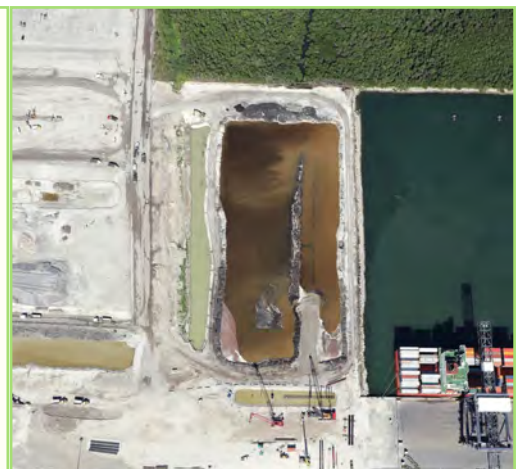
Commitments to Enhancing Local, M/W and SBE Participation

- We maintain an active database of local, M/W- and SBE-certified firms.
- We will facilitate or participate in project and program outreach events with the City, trade associations, business development organizations, and participate in local small business procurement conferences and trade fairs.
- For every subcontractor package, we schedule a pre-bid meeting for interested subcontractors.
- Once quotes are received, packages are awarded, and construction has begun; monitor the project's local, M/W- and SBE-certified firms for continued compliance in accordance with all City ordinances, guidelines and goals.

SOUTHPORT TURNING NOTCH EXPANSION AND CRANE RAIL IMPROVEMENTS CMAR

As part of Port Everglades' multi-year expansion, this project plays a critical role in the future of Port Everglades to meet the changing needs of the global shipping industry. It was imperative that the best construction professionals in the industry be brought together for this monumental project. As such, the identification and selection of firms during the preconstruction phase was vital to ensuring a path to a successful delivery of this project during construction. The project team (Moss-Kiewit, JV) participated in numerous outreach efforts to attract attention

to the bidding opportunities available to interested firms including special events for the local/small business community. A registry of over 400 local/regional firms was developed as a result. Firms were evaluated on specific qualification criteria by bid package to ensure cost and schedule certainty in bidding. Pricing was solicited from over 150 qualified firms including certified SBE/DBE's in developing of the GMP. The project is presently in construction progressing toward an on-time completion within the GMP budget.



Partnering with the City and Stakeholders

KISC will work with the City to comprehensively coordinate proactive and effective communication with utility companies, utility companies, residents, businesses, City and County agencies, USACE and USCG and other stakeholders who may be involved. Each supporting outreach tactic will be tailored to best educate and inform all of these stakeholders both before and during construction. These tactics include:

Town Hall Meetings. We encourage each stakeholder to attend the partnering meetings that are held on the projects. These meetings are a forum for the stakeholders to voice their opinions and weigh in on the design and construction as it progresses.

Targeted Task Forces. This project has several unique elements that would benefit from targeted task force meetings. For utilities, we recommend scheduling multiple utility only coordination meetings. During these meetings, we work with the utility company and their designers to ensure their design is coordinated with our design, identify options to eliminate relocations if possible, and monitor their design and construction schedule. Another critical component that benefits from targeted meetings is environmental. In these meetings, we meet with local parks, agencies, and property owners to review the erosion and sediment control and storm water management design, find ways to reduce impacts, support permitting and ensure all local regulations are met.

METRO GOLD LINE FOOTHILL EXTENSION PHASE 2A ALIGNMENT | LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) | AZUSA, CA

Connecting 5 municipalities and including the construction of 6 new stations and 14 grade rail crossings, the project required a substantial amount of coordination with METRO, Caltrans, USACE, adjacent projects, numerous local utilities companies, multiple municipalities and other project stakeholders. Additionally, we maintained a community involvement/information program on a continual basis to minimize

inconveniences to the community, the traveling public, and local businesses. The tie-in to the existing Metro Gold Line tracks at the Sierra Madre Villa station required extensive planning efforts and complex scheduling and coordination with METRO, which proved crucial to completing this portion safely and without interruptions to passenger services.



Public Outreach. Key messages and information for stakeholders and motorists living both near and far from the project area will be similar – a brief overview of the project, its benefits and planned duration; the updates on traffic configurations and work schedule; pending configuration changes and potential impacts; and the tools available to them to follow our progress and plan their trips. We will also coordinate with the USCG in advance of any work activities impacting the canals. We will communicate these items through contact lists, project public meetings, and face-to-face contact. They can be more easily specifically segmented and targeted for outreach through mailings and periodic one-on-one or small group meetings for stakeholders such as residents, businesses, communities, third party organizations, elected officials, and local media.

PARKWAY DRIVE REHABILITATION | FHWA-EFLHWD | WASHINGTON, D.C.

The project consisted of the rehabilitation of approximately 0.25 miles of Parkway Drive including repairs to the Watergate Plaza Bridge and the NPS Storage Area Bridge, within the National Mall and Memorial Parks. Being located in the National Mall meant this project would come under scrutiny due to its high visibility. The project team worked closely with EFLHD and

the National Park Service to progress the schedule while remaining sensitive to the needs of the park and roadway users. We held weekly meetings with EFLHD, and NPS to hear concerns about project issues, come up with solutions, and discuss upcoming schedule priorities and conflicts with NPS activities.



Site-Specific Overview

Palm Aire Bridges

The two Palm Aire Bridges span SFWMD's C-14 Canal and link the two halves of the Palm Aire community. The City is intending to perform streetscaping/aesthetic improvements to the bridges which might include lighting, landscaping and improved sidewalks. Utilities run on and immediately adjacent to the bridge and will have to be considered during construction.

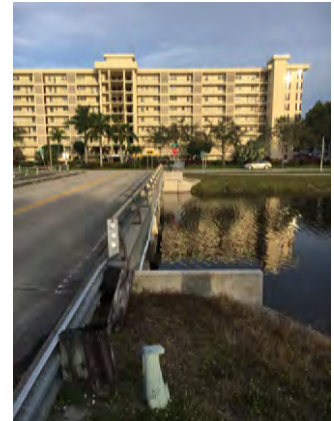
The bridges appear to be in good condition, but it is apparent that they do not mesh with the aesthetic feel of the community and the Skolnick Center. Slight aesthetic improvements will likely go a long way to improve the character of the corridor. Furthermore, overhead street lightning is not near the bridge, so there is a potential safety issue currently.

The narrower south bridge could benefit from a wider sidewalk, and the handrails on both bridges could both be improved by a more aesthetically pleasing type.

Additionally, it may be feasible to investigate during preconstruction, especially on the south bridge, installing a new pedestrian only bridge adjacent to the existing bridge. If you located this new crossing to the south of the existing bridge, you could eliminate the crosswalk in front of the Skolnick Center that does not occur at a stop sign. Crosswalks in these locations typically can present more dangers to pedestrians due to distracted drivers failing to yield.

Traffic and pedestrian use of the bridges is quite high, during construction clear MOT will need to be laid out. With the two bridges in such close proximity, detours will not be that impactful. Additionally, it is of critical importance to secure work areas from any public access

Kiewit and TY Lin have successfully partnered on over \$4B of CMAR and Design-Build projects across North America, primarily on complex bridge and roadway projects.



South Palm Aire Bridge



North Palm Aire Bridge



South Palm Aire Bridge



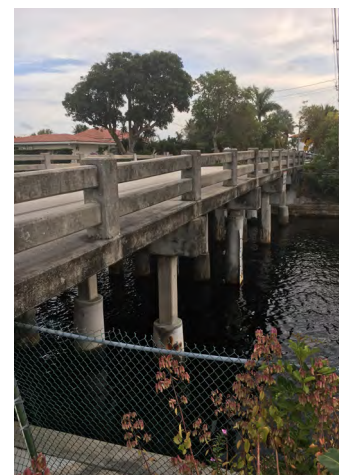
North Palm Aire Bridge

SE 5th Avenue Bridge

We understand the City's intent for SE 5th Avenue to be to assist the City and the TY Lin Team to determine a course of action for repair of the bridge, to include deck, superstructure and substructure improvements which may include a full bridge replacement.

SE 5th Avenue Bridge is an existing structurally deficient two-lane structure with fairly narrow sidewalks on both sides that spanning a canal in a residential district of the City. We understand that there has been debate locally for some time about what the future of this bridge should be. Some residents would prefer it be removed entirely to facilitate larger boats being able to be housed in the neighborhoods to the west of the bridge, while others would prefer it be remain as-is with only required repairs with a limited impact to their community. During preconstruction we would work with the City to help determine the best course of action through consultation with stakeholders.

The deck contains uncovered scupper drains on the roadway surface, which present safety issues to bicyclists and maintenance concerns. Further indications of poor drainage are on



SE 5th Avenue Bridge

the approaches, where the roadway will need to be reconstructed. Overhead utility lines run adjacent to the bridge and utilities are also suspended from it.

The condition of the bridge piling appears poor. There have been previous attempts made to encase and jacket the pile, but corrosion is still advancing. Some of the existing Fabriform wraps are damaged beyond functionality, and many piles show exposed rebar. Repair or replacement of these areas are crucial.

Terra Mar Drive Project

We understand the City's intent for Terra Mar Drive to be to assist the City and Design team in determine a course of action for repair or rehabilitation of the bridge.

Terra Mar Drive bridge is an existing structurally deficient two-lane structure with a sidewalk on one side that serves as the only access point to Terra Mar Island, a collection of single family homes. On the west end of the approach is a deterrent gate system and houses, and on the east end are condo towers. Boats are docked near the bridge on both sides of the canal.

Since this structure is the only access point for the island, public outreach will need to be critically communicated to residents and visitors alike. The team will work through preconstruction devising a scheme that will minimize those impacts, which could include only closing and working on one lane of the bridge at time.

There also appears to be active utilities suspended from the bridge. Noise concerns have the potential to arise during construction, so we will work to communicate construction activities to the residents, hold outreach and partnering events and foster positive dialogue between all parties.

Overhead power and utilities also run directly over the bridge. Dialogue will need to occur during preconstruction for how those utilities should be treated. In their current arrangement, use of cranes and other large equipment will need to be evaluated for positioning and clearance.

The asphalt roadway surface is showing signs of cracking and wear, we will work with Kimley-Horn on adequate superstructure rehabilitation needs. Spalls and cracks appear to be evident on the caps and may need to be repaired, injected or FRP wrapped.

Underneath the bridge on both sides, the abutment and seawall appear to be bowing out and will need to at least be repaired or strengthened. Given the low clearance of the bridge, access will present some challenges. Additionally, the piles that were visible did not appear to be jacketed so corrosion may be impacting them.

Kiewit and Kimley-Horn have partnered on dozens of projects nationally including CMARs and locally significant projects such as the Boca Raton Streetscapes, SR 822 Sheridan St Bridge Rehab, Miami Intermodal Connector, US-1/Ives Dairy Road Interchange and Lake Worth Toll Plazas.



SE 5th Avenue Bridge



SE 5th Avenue Bridge



Terra Mar Drive Bridge



Terra Mar Drive Bridge



Terra Mar Drive Bridge



Terra Mar Drive Bridge

Maintain Time Schedules and Cost Controls

Maintain Time Schedules

KISC uses a suite of innovative proprietary applications, tools, and Primavera P6 to provide real-time cost versus budget and schedule performance feedback to the Team, so issues can be promptly identified and corrected. These controls will be reviewed at regular construction management meetings and are a key element in the control, management and evaluation of our performance.

Primavera P6. This software is used to develop and maintain critical path method (CPM) schedules. The activities and structure in P6 are integrated with activities in our operations management system (Hard Dollar).

The City and stakeholders will be invited to attend relevant project meetings. We will use the following schedule meetings to manage and control resource requirements and progress:

- **Daily (Play of the Day).** Morning meeting to confirm work to be completed that day, followed by noon meeting confirming progress and nightly meeting to review work completed and planned for the next day
- **Three-Week Look-Ahead.** Meetings held every week to define the work to be completed in the upcoming three weeks
- **Monthly 90-Day Look-Ahead.** Monthly meeting to review progress during the month, compare it to the overall CPM schedule and identify critical path issues, long-lead items and work areas that will become available earlier than scheduled.

With regular monitoring through daily, three-week, and 90-day schedule meetings, our schedule tools provide a granular level of detail. Construction managers can assess overall progress, schedule compliance, and make immediate corrections, if needed.

Maintain Cost Controls

Controlling and monitoring costs as well as managing budgetary issues as the project progresses will be performed using Kiewit's suite of tools, a few of which are highlighted below.

With the Progress Management application, Kiewit can obtain live updates on the progress of the work. These updates include paperless reports, which help the teams make adjustments in the field to maximize production. Progress Management focuses on quantity tracking, work planning, and reporting.

The cost reports application can produce an array of reports, such as the report shown below. From any of these reports, we can provide as much detail as needed. For example, we can view the invoice and see the actual charge for a given material in the cost report or we can view a timecard detail to determine the source of a labor cost.

	QTY	% Comp	MHrs	% Comp MHrs	MHr Factor	MHr G/L	Total \$	\$/UOM	G/L	PF	CF	LEI	SL Δ / Imp Factor
* 11.1.1.1 (1088) REMOVE TOP AND SIDES OF MACHINERY ENCLOS										50.06	12.002		Current Estimate
Current Budget	8.00	EA	160		20.00		28,654	3,582					
Forecast Final	8.00	100%	137		17.13	23	16,087	2,011	12,567	1.17	1.53	1.78	661
Forecast Remaining	0.40	5%	8		20.00	-	1,433	3,582	0	1.00	1.00	1.00	0.54
Forecast Change	-		-		-	-	0	-	0				
To Date	7.60	95%	129	95%	16.97	23	14,655	1,928	12,567	1.18	1.58	1.86	
February 2015	-	0%	-	0%	-	-	-	-	0				
January 2015	0.60	8%	12	8%	19.17	1	1,442	2,403	707	1.04	1.43	1.49	
December 2014	0.50	6%	10	6%	20.00	-	976	1,952	815	1.00	1.84	1.84	

Sample Cost Report

We also have a Productivity Report application that allows us to monitor trend charts and areas with best opportunity for improvement. This short section does not discuss all of the tools and methods we use to track and monitor costs and productivity on our projects, but gives an idea of the power of our systems. In summary, we have instant access to all costs vs. budgets at any level of detail needed. This means timely communication from the project team allowing all parties to know where the projects are trending compared to the GMPs and assists the County to analyze annual cash flow with regard to the planned capital improvement expenditures.

The following are three recent KISC projects that finished on-time and on-budget.

USACE S-267 Culvert Reconstruction

Initial Contract: \$16,089,010

Final Contract: \$16,019,562

Contract Completion: 6/19/2018

Actual Completion: 4/26/2018

*78 Days ahead of Schedule

Lake Monroe Bridge Rehabilitation

Initial Contract: \$4,349,109

Final Contract: \$4,305,862

Contract Completion: 8/3/2017

Actual Completion: 8/3/2017

HJAIA Airfield Repairs 2016

Initial Contract: \$4,990,490

Final Contract: \$3,592,970

Contract Completion: 8/8/2017

Actual Completion: 8/8/2017

Safety Approach

Our goals for the City of Pompano Beach are the same as every other Owner; no injuries to our employees and no injuries to the travelling public. Throughout our company's extensive history we have continuously developed and redeveloped safety programs and practices to ensure the safety of everyone around a Kiewit work site. These facets of our safety culture include;

Hazard Analysis and Avoidance

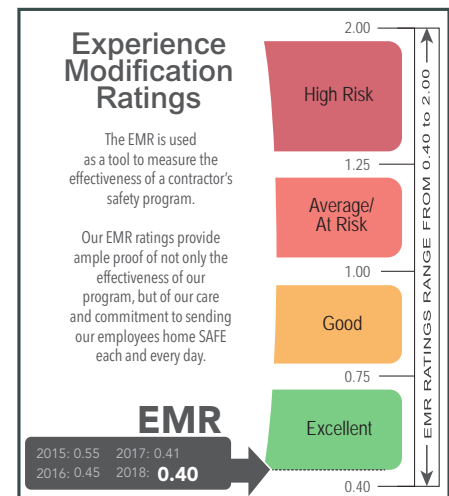
Utilizing our existing Job Hazard Analysis program, daily Personal Safety minders, a weekly toolbox meetings we increasingly grow our staff and craft's awareness of hazards in their operations and around site. These tools create the groundwork for effective safety communication and are important footholds in ensuring their safety and the safety of subcontractors, inspectors, and the public. Hazard recognition and communication is an important part of our safety approach and would be implemented throughout the course of the project to ensure an injury free workplace.

Craft Voice in Safety (CVIS)

Another core approach to safety adopted by Kiewit is our Craft Voice in Safety (CVIS) program which is implemented with the goal of getting our crews wholly engaged in the safety process. We compile a committee of foreman and craft leaders that are enabled to perform safety only tours, be the voice of the craft, and implement action plans for areas of improvement. This program promotes an equal partnership between craft and management in determining safety policy.

Public Safety

A key consideration during the entire design development process will be the maintenance of traffic during bridge rehabilitation operations. Bruce will work closely with the City to determine the best traffic control strategies including suitable lane restriction and closure windows, detours, working room requirements, and the planned construction sequences. We will improve public safety through public outreach, advanced warning notification on the roadways, and daily audits of traffic control devices.



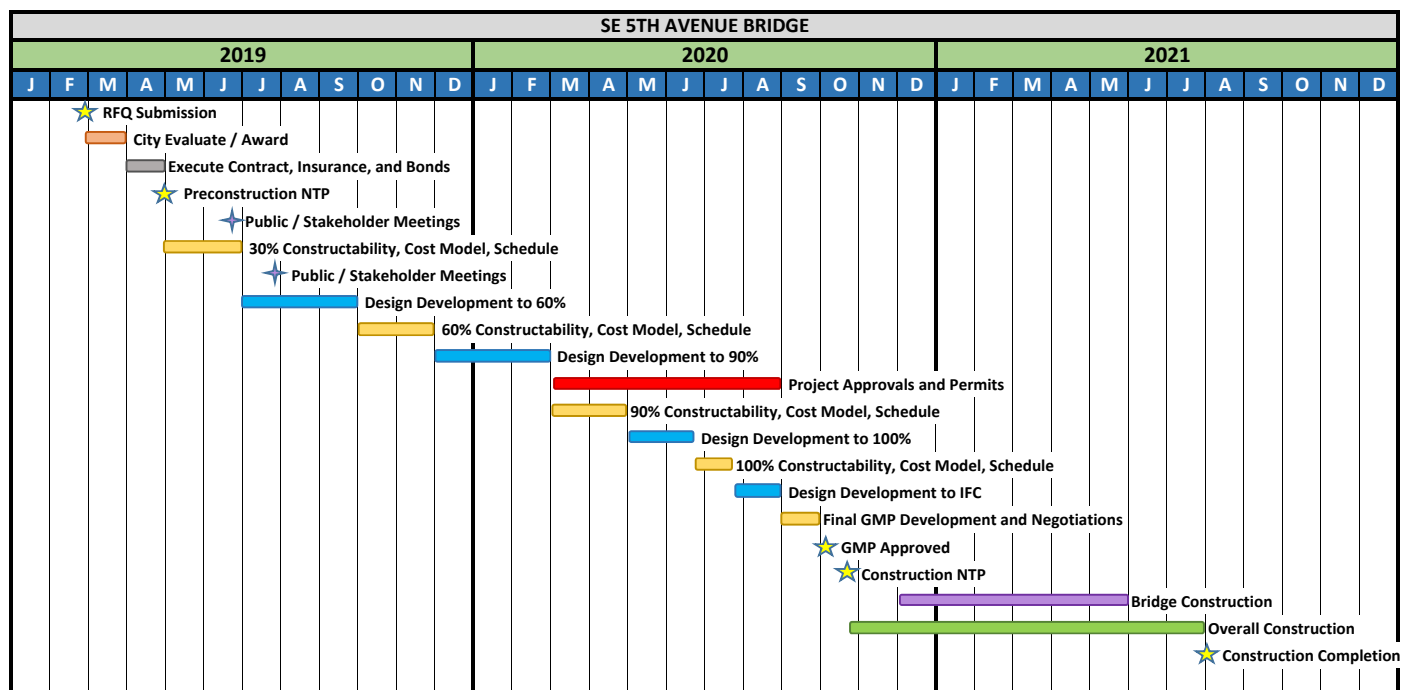
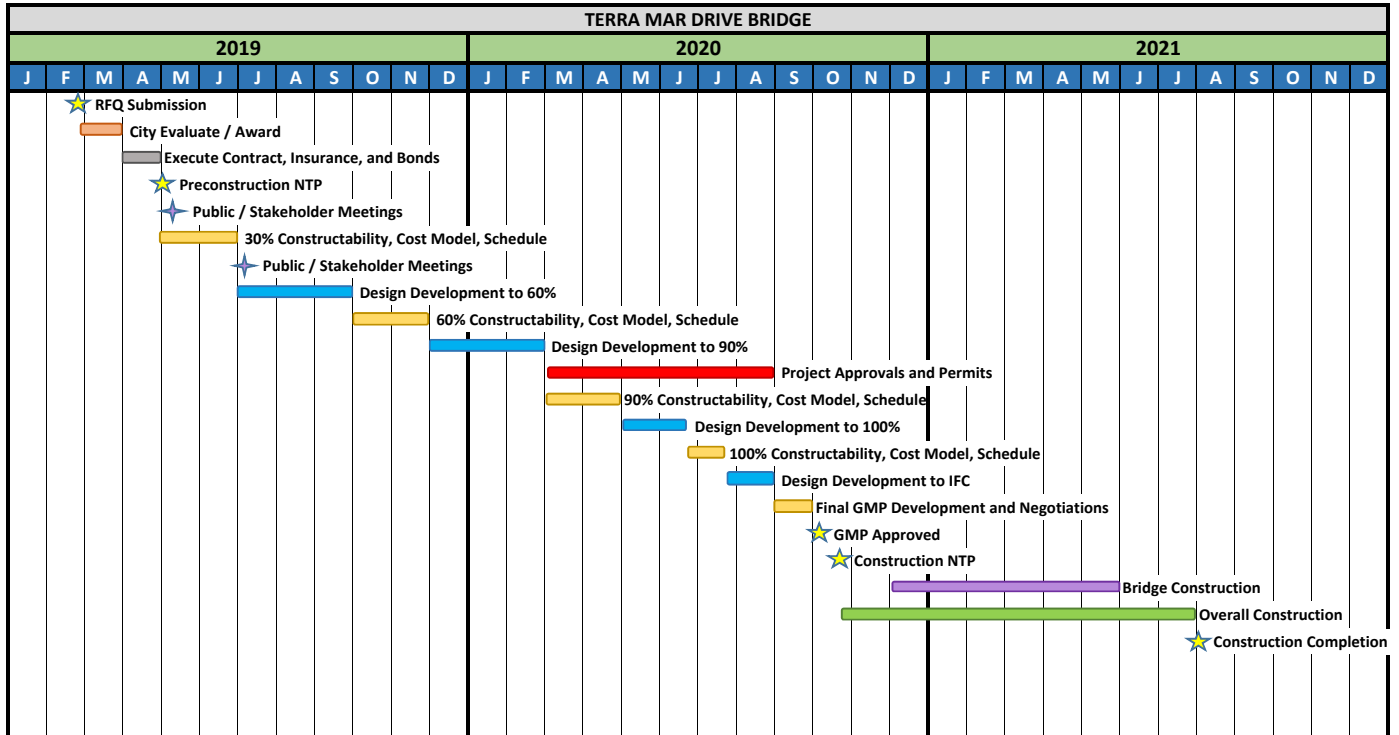
Schedule

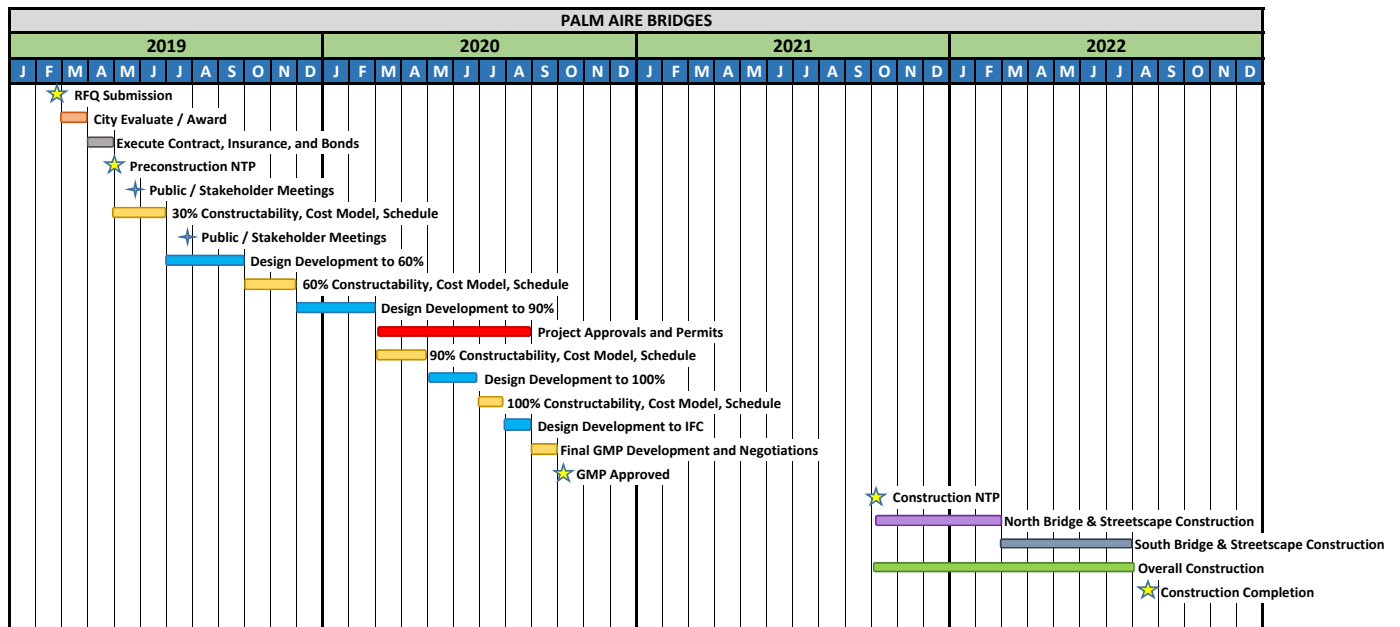


Schedule

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

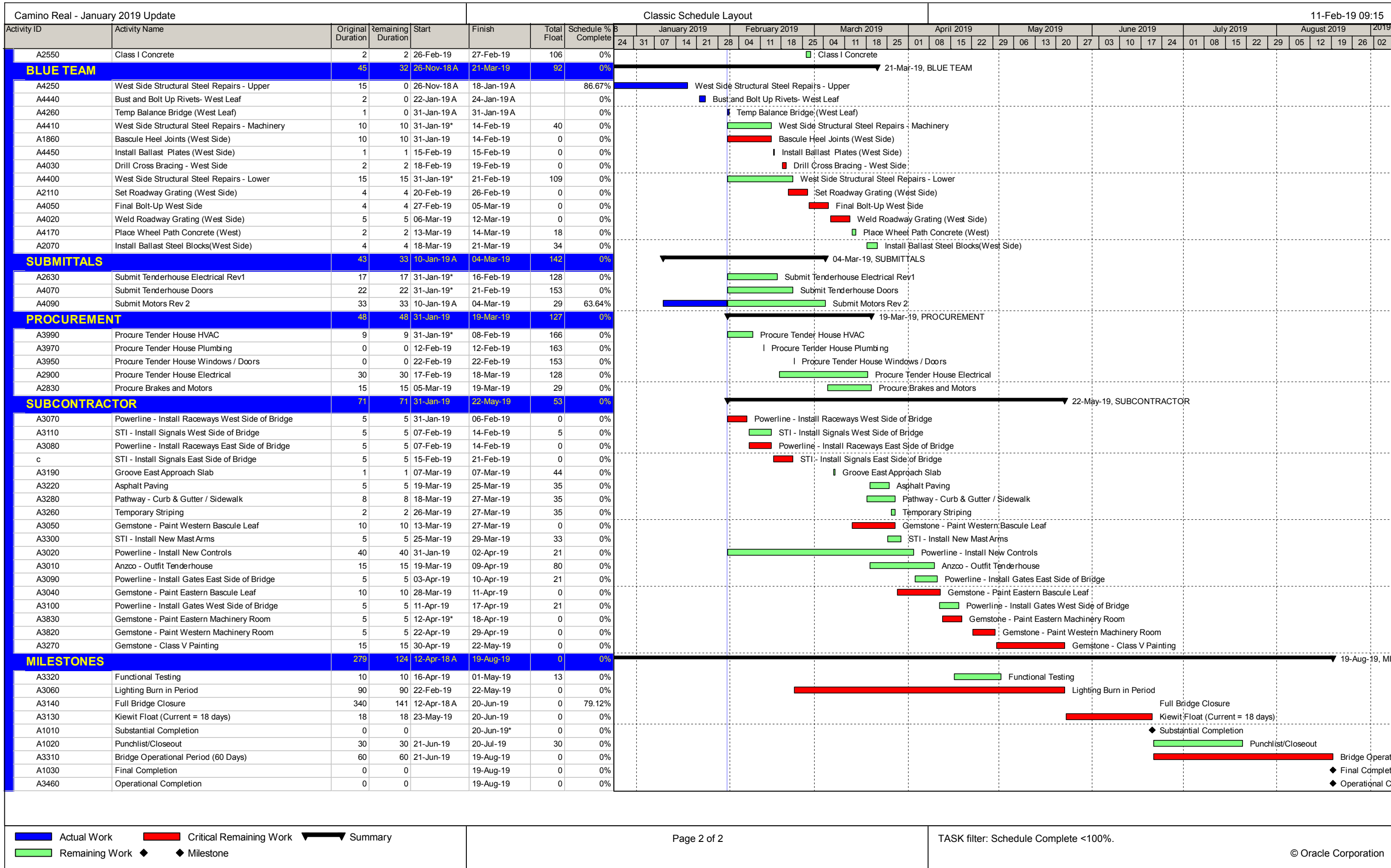
The schedules shown below illustrates a high-level look at a possible timeline of preconstruction and construction activities that meet all applicable deadlines based on information provided in the RFQ and G.O. Bond project prioritization list. It is understood that Phase I funding runs through October 1, 2021, which includes the design for Palm Aire Bridges, as well as design and construction for both SE 5th Avenue Bridge and Terra Mar Drive Bridge. Phase II funding for Palm Aire Bridges construction will be available on/after October 1, 2021, running through fall 2024.





This is only a preliminary look at one scenario for each of the projects. We fully understand the durations and details will be refined based on available funding, cash flow, and project team's vision. Upon award, we will conduct meetings with the City, design consultants, and of stakeholders to discuss permit conditions, compliance measures, anticipated design review and coordination, long-lead procurements, and third-party coordination to develop a more detailed preconstruction schedule. At this time, we also expect to begin to define specific drivers that influence any proposed milestones. For example, we would anticipate one driver to be detailed schedule coordination with the numerous other City projects in various stages of design and construction. The snapshots of preconstruction and construction schedules of recent projects on the following pages demonstrate the level of detail we routinely provide.

[illegible]



Project Team Form



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

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 RLI IN THE EBID SYSTEM.

PROJECT TEAM

RLI NUMBER E-10-19

Federal I.D.# 47-0530367

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Rick Cummings</u>	<u>34</u>	<u>B.S.</u>
Project Manager	<u>Bruce Applegate</u>	<u>18</u>	<u>B.S.</u>
Asst. Project Manager	<u>Nick Salce</u>	<u>26</u>	<u>B.S.</u>
Other Key Member	<u>Alberto Baca (Superintendent)</u>	<u>18</u>	<u>H.S.</u>
Other Key Member	<u>Joe Papitto (Estimator)</u>	<u>40</u>	<u>B.S.</u>

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<div style="border: 1px solid black; padding: 10px; background-color: #ffffcc;"> <p>*Subconsultants will be identified once contract is awarded and during preconstruction.</p> </div>	
Landscaping		
Engineering		
Other Key Member		
Other Key Member		
Other Key Member		
Other Key Member		

(use attachments if necessary)



February 28, 2019

Jeff English
Purchasing Office
1190 NE 3rd Avenue, Building C (Front)
Pompano Beach, Florida 33060

**RE: Letter of Commitment
Construction Management at Risk (CMAR) Services, for Various Bridge
Improvement Projects, E-10-19**

Dear Mr. English:

I hereby make the unequivocal commitment that, in the event of an award of a contract to Kiewit Infrastructure South Co., our proposed staff members listed below, will participate until the project is completed.

- Rick Cummings, Principal-In-Charge
- Bruce Applegate, Project Manager
- Nick Salce, Assistant Project Manager
- Alberto Baca, Superintendent
- Joe Papitto, Estimator

Sincerely,

Kiewit Infrastructure South Co.

Benjamin J. Carnazzo
Sr. Vice President

Organizational Chart

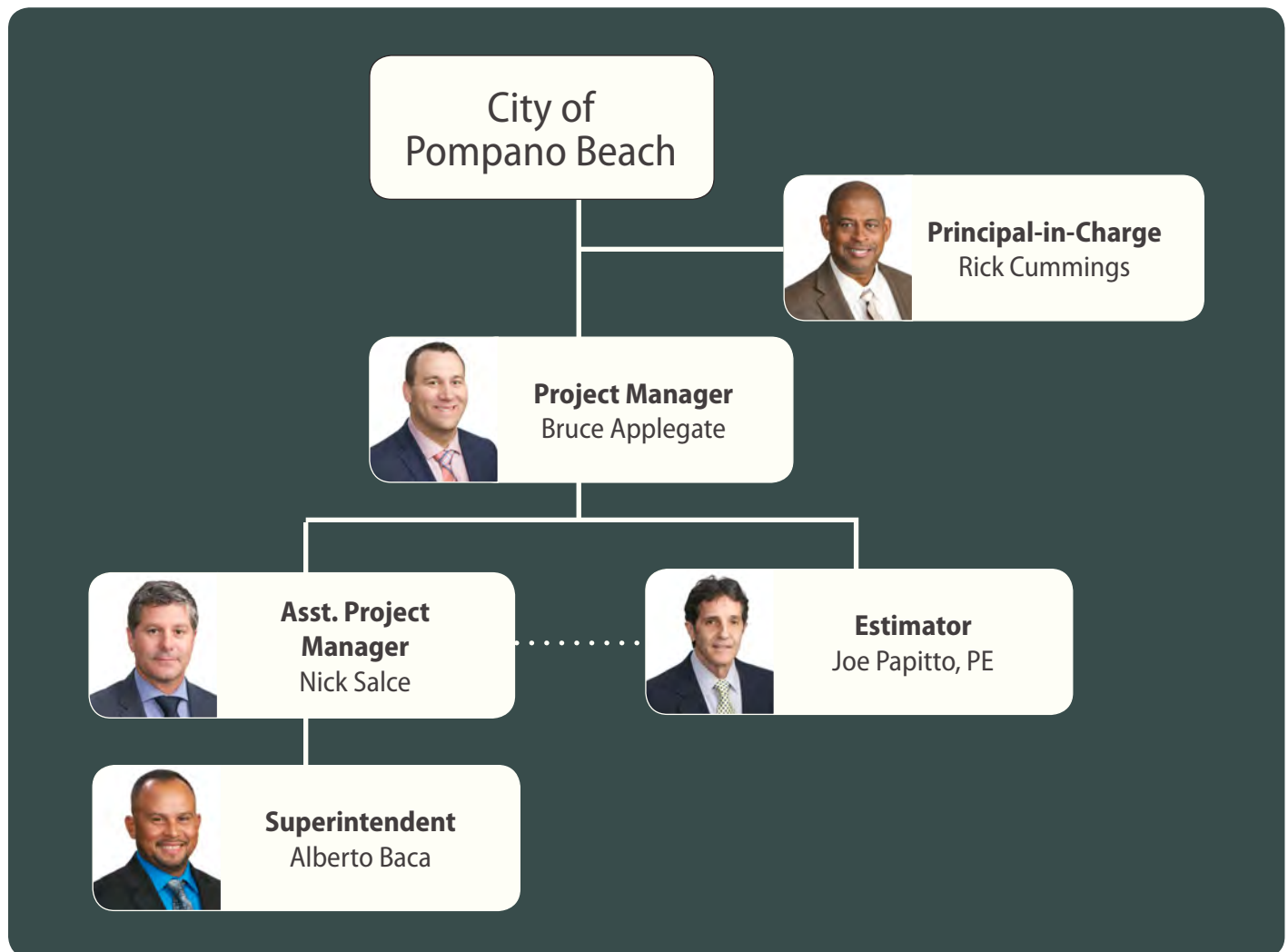


Organizational Chart

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the coordination of separate components of the scope of services

Organizational Chart

For your project, we have customized a team to leverage the knowledge and experience of our construction and technical resources to effectively meet your goals. Our Key Personnel have a long-history with our organization, creating a stable leadership core to guide strategies and daily operations. The Key Personnel identified in our Organizational Chart and resumes will combine our collective resources, lessons learned and best practices to successfully deliver this project.



Clarify individuals responsible for coordination of separate components

Our experienced staff on this project is comprised of individuals with a history of identical projects in identical roles. All of these projects were completed under budget, without claims and ahead of schedule. As Rick Cummings will serve as Principal-in-Charge and provide executive oversight over all operations, our additional key positions will be held by Bruce Applegate, Nick Salce, Alberto Baca and Joe Papitto.

Project Manager

Bruce will maintain daily oversight of all project activities from value engineering and design coordination in preconstruction to scheduling compliance and field execution during construction. During preconstruction, he oversees the estimating, quantity take offs, utility and permit coordination, value engineering, stakeholder outreach, risk analysis, design coordination, schedule preparation and serves as your 24/7 primary point of contact. During construction, Bruce continues to lead the team by assisting with overall partnering and team collaboration, and oversees the safety audits, quality management program, purchasing, construction activities, project schedule and budget.

Assistant Project Manager

Nick's responsibility is to manage the on-site construction team, including the engineering, project controls and field staff. He also provides constructability reviews and innovations to the design team during the preconstruction phase to maximize budget and help mitigate potential risks. In preconstruction, Nick coordinates the design and construction teams with regards to design, access, material deliveries, equipment placement, utilities, ROW, and MOT. Once construction starts, he focuses on ensuring construction is performed safely, materials and work are per approved plans, our quality exceeds your expectations, and that all work is thoroughly planned and executed. Nick also coordinates with the designers during construction to issue and review RFIs and shop drawings, prepare the as-builts and plan revisions. Moreover, Nick manages the three week look-ahead schedule, which is distributed to all interested stakeholders. This schedule includes any MOT changes or potential road/lane closures.

Superintendent

Alberto will be responsible for overseeing all operations for specific disciplines, and ensuring that all work progresses on schedule. He will provide discipline specific input into the overall schedule, frequently coordinate with Nick's onsite construction team to prevent field conflicts, and ensure the necessary resources are available for efficient operations. Alberto will manage all self-perform work and subcontracted work.

Estimator

Joe's primary responsibilities occur during preconstruction, where he manages the open-book cost estimating and risk register, tracks constructability review comments, coordinates with the City's consultants, assists with design coordination and performs conceptual estimates for value engineering and innovative concepts. Before cost estimating occurs, Joe and the City's consultants collaborate on the bid items that are used for pricing, the plugs used for subcontractors and materials, and equipment and labor rates. When each team performs its independent estimates, they are lined up seamlessly, which makes management reviews simple and efficient. Joe also manages the risk register and constructability review tracking sheets and performs value engineering analyses. This promotes transparency, efficiency, and allows the team to make timely decisions. During construction, Joe assists with additional subcontractor bid packaging and negotiations and additional cost estimating support.

Statement of Skills and Experience of Project Team

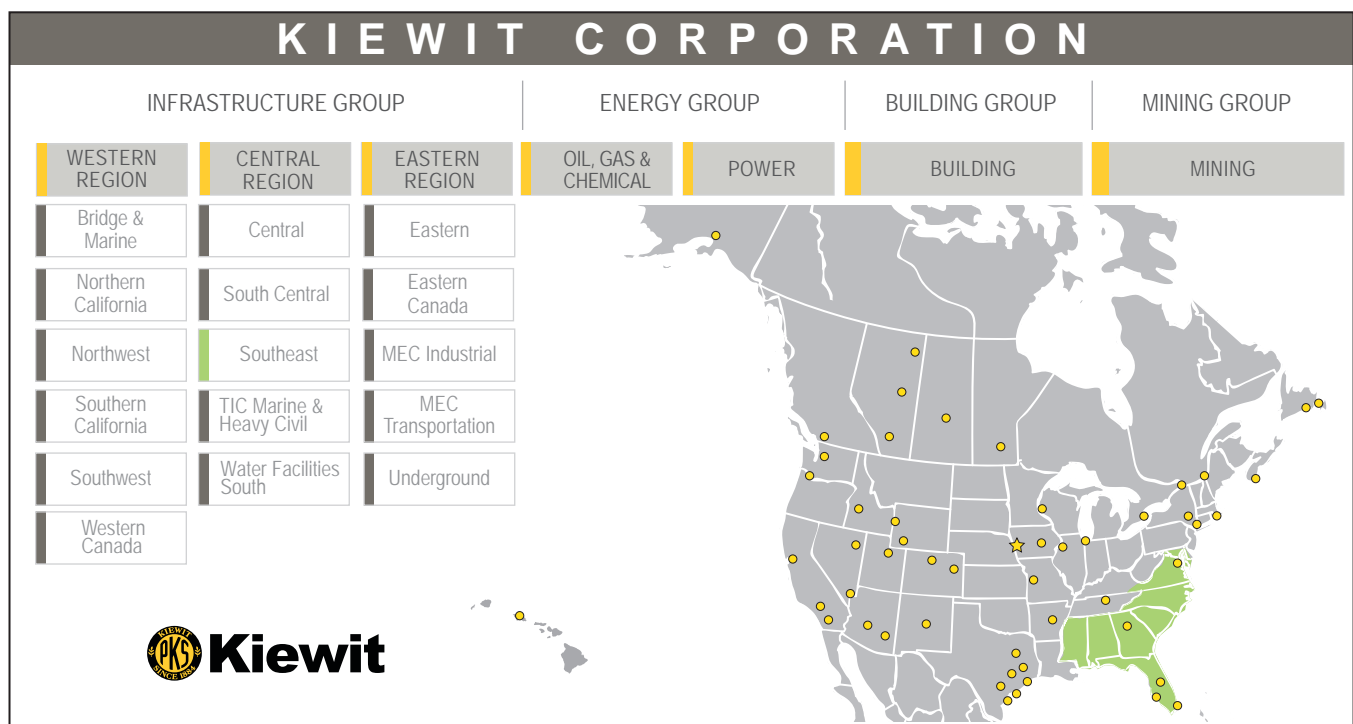


Statement of Skills and Experience of Project Team

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RFQ. 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.

Describe the experience of the entire project team

KISC, the bidding entity for this project, is an indirect subsidiary of Kiewit Corporation (Kiewit). We maintain client relationships through a decentralized network of district and area offices located throughout the United States. Through this network, operating subsidiaries of Kiewit are competitive local contractors with the backing of a financially stable, national firm. With a nearly unlimited bonding capacity and annual construction revenues in excess of \$9 billion, Engineering News-Record consistently ranks employee-owned Kiewit as one of America's top five domestic general contractors. Kiewit has consistently been ranked in the Top Ten Contractors for the last 49 years.



This Statement of Qualifications demonstrates the effectiveness of this resource sharing through the highlighted experience of Kiewit's Southeast (KISC).

Our organizational structure allows KISC to compete locally and regionally on projects of all sizes. Our extensive resources that include a well-trained work force of more than 10,000 salaried personnel and 15,000 craft personnel and a large fleet of state-of-the-art equipment and unparalleled experience, makes KISC uniquely qualified to successfully build any size project in any location.

KISC has played a major role in building infrastructure throughout the fast-growing southeastern United States. Since the 1970s, we have been building projects from Maryland to Florida and west to Louisiana, performing highway, paving, and heavy grading work. For nearly 49 years, we have expanded our capabilities to include transportation, heavy civil, roadway, airport, water and wastewater facilities, dams, and infrastructure work. KISC and our affiliates continuously develop case studies, apply lessons learned and implement value engineering for each specific project.

All Kiewit operations complete a method and risk analysis for each stage of construction. Through our experience, specialized equipment and thorough understanding of equipment operations, our team knows how to determine the most efficient and safe method to approach this type of work.

Experience of the Prime Contractor

KISC's national and local experience on large and small complex bridge and highway projects includes more than 200 projects in Florida. We are committed to coordinate diligently with the City and its stakeholders and our knowledge of and vested interest in the success of this Project in our own backyard.

Staffing

A benefit of our team's combination of local presence and national resources is the ability to staff the Project with the quality and quantity of individuals needed to design and construct this significant project for the City. Our local team is capable of assigning all needed personnel upon award who are all local and have been involved during this procurement process, which will expedite project startup.

Quality

The quality of staff selected for our team demonstrates the commitment of our top executives to make the Project a success. We have selected individuals based on their experience in the design and construction of similar elements of work on past projects. Our philosophy is to bring our best experienced personnel to where the work is.

Availability

KISC commits that our designated key personnel will be assigned to the Project to manage and expedite the required design and construction activities. The staff listed in this proposal are available to start work on the Project upon award.

Experience

The project matrix on the following page, proves that our team has considerable experience constructing bridges and other major infrastructure projects. We have earned a strong reputation for planning and executing bridge construction, roadway and utility improvement projects under aggressive schedules, while achieving the quality results necessary for the most successful outcomes.

Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously

Please see our project pages in the additional pages.

Similar Experience Constructing Bridges and other Infrastructure Work																
PROJECT NAME, LOCATION	OWNER	DELIVERY TYPE	VALUE	SAME TEAM MEMBERS	BRIDGE CONSTRUCTION/ REPLACEMENT/ IMPROVEMENTS	PILE JACKETS/ STRUCTURAL STRENGTHENING	MAINTAIN ACCESS DURING COSNSTRUCTION/MOT	PEDESTRIAN/ SIDEWALK/ADA IMPROVEMENTS	AESTHETIC IMPROVEMENTS	LANDSCAPE IMPROVEMENTS	COAST GUARD COORDINATION	UTILITY COORDINATION	SOUTH FLORIDA SUBCONTRACTORS	BROWARD COUNTY DEPARTMENTS COORDINATION	FDOT COORDINATION	
Rehabilitation of the Bear Cut and West Bridges, Tampa, FL	Miami-Dade County, FL	Design-Build	\$33M	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	
Las Olas Bridge Rehabilitation, Fort Lauderdale, FL	FLDOT District 4	Bid-Build	\$6M	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
SR 822 / Sheridan Street Bascule Bridge Reconstruction, Sunrise, FL	FLDOT District 4	Bid-Build	\$2M	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	
Orlando South Airport Intermodal Terminal (Structures), Orlando, FL	GOAA	Bid-Build	\$32M	◆	◆		◆	◆	◆	◆		◆			◆	
*Nashville I-40 Fast Fix 8 Bridge Rehab, Nashville, TN	Tennessee DOT	CMAR	\$62M		◆	◆	◆	◆	◆	◆		◆				
Orlando International Airport Landside Terminal, Orlando, FL	GOAA	CMAR	\$9M	◆	◆		◆	◆	◆	◆		◆			◆	
Miami Avenue Bascule Bridge Rehabilitation, Miami, FL	Miami-Dade Public Works	Bid-Build	\$7M	◆	◆	◆	◆	◆	◆		◆	◆	◆		◆	
Camino Real/Boca Club Bridge Rehab, Boca Raton, FL	Palm Beach County, FL	Bid-Build	\$9M	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	
Andrews Avenue Bascule Bridge Rehab, Fort Lauderdale, FL	Broward County, FL	Bid-Build	\$7M	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Miami Womens Club Seawall and Baywalk, Miami, FL	City of Miami, FL	Bid-Build	\$602k	◆		◆	◆	◆	◆	◆		◆	◆			
NE 183rd Street Seawall, North Miami Beach, FL	City of Aventura, FL	Bid-Build	\$1M	◆		◆	◆	◆	◆	◆		◆	◆			
Rest Beach Seawall Stabilization, Key West, FL	City of Key West, FL	Bid-Build	\$1M	◆		◆	◆	◆	◆	◆		◆	◆			
Selmon Expressway Western Extension, Tampa, FL	Tampa-Hillsborough Expressway Authority	Design-Build	\$230M	◆	◆	◆	◆	◆	◆	◆		◆			◆	
Muss Park Seawall Rehabilitation, Miami Beach, FL	City of Miami Beach	Bid-Build	\$785k	◆		◆	◆	◆	◆	◆		◆	◆			
Bakers Haulover, Miami Beach, FL	Florida DOT	Bid-Build	\$8M	◆	◆	◆	◆	◆	◆		◆	◆	◆		◆	
E Venetian Causeway, Miami, FL	Miami-Dade County, FL	Bid-Build	\$4M	◆	◆	◆	◆	◆	◆		◆	◆	◆		◆	
SR 15 Winter Park, Winter Park, FL	Florida DOT	Bid-Build	\$2M	◆			◆	◆	◆	◆		◆			◆	
Parkway Drive Rehabilitation, Washington, DC	Eastern Federal Lands Highway Division	Bid-Build	\$4M	◆	◆	◆	◆	◆	◆	◆		◆				
*Cotton Lane Bridge and Roadway Rehab, Maricopa, AZ	Maricopa County DOT	CMAR	\$51M	◆	◆		◆	◆	◆	◆		◆				
*Lewes-Rehoboth Bridges Preconstruction, Rehoboth, DE	Delaware DOT	CMAR		◆	◆	◆	◆	◆	◆		◆	◆				
Lake Manatee Dam Preconstruction, Parrish, FL	Manatee County Utilities	Precon	\$625k	◆		◆	◆			◆		◆				
Port Everglades Southport Turning Notch Expansion, Fort Lauderdale, FL	Port Everglades Authority	CMAR	\$437M	◆		◆	◆		◆		◆	◆	◆	◆	◆	
Carroll Avenue Bridge Deck Replacement, Takoma Park, MD	Maryland Highway Admin	Bid-Build	\$9M		◆	◆	◆	◆	◆	◆		◆				
*Relief Sewers (No. 34), Phoenix, AZ	City of Phoenix	CMAR	\$6M	◆			◆	◆	◆	◆		◆				
*Foothill Phase 2A, Pasadena, CA	Metro Gold Line Authority	Design-Build	\$517M	◆	◆	◆	◆	◆	◆	◆		◆				
*SR 202L, Tempe AZ	ADOT	Design-Build	\$190M	◆	◆	◆	◆	◆	◆	◆		◆				
Boca Raton Streetscapes, Boca Raton, FL	City of Boca Raton, FL	Bid-Build	\$5M				◆	◆	◆	◆		◆	◆	◆	◆	
Meridian Ave Bridge Streetscapes, Miami Beach, FL	FL DOT District 4	Bid-Build	\$2M				◆	◆	◆	◆		◆	◆		◆	
*The Bentway Project, Toronto, ON, Canada	Toronto Waterfront Corp.	CMAR	\$15M				◆	◆	◆	◆		◆				

* These projects were contracted under affiliates of KISC: Kiewit Infrastructure West Co., Foothill Transit Constructors (Kiewit-led JV with Kiewit Infrastructure West Co.), Kiewit/Sundt, a Joint Venture (Kiewit-led joint venture with Kiewit Infrastructure West Co.), Kiewit Infrastructure Co., and Construction Kiewit Cie.



Rehabilitation of the Bear Cut and West Bridges on the Rickenbacker Causeway, Key Biscayne, FL

CONSTRUCTION COMPLETION DATE

August 2014

OWNER NAME

Miami-Dade County, FL

OWNER CONTACT

Antonio Cotarelo

(305) 375-1918

antonio.cotarelo@miamidade.gov

CONSTRUCTION COST

\$33 Million

KEY PERSONNEL INVOLVED

Rick Cummings

Nick Salce

Joe Papitto

Alberto Baca

The \$33 million Bear Cut and West Bridges Emergency Bridge Rehabilitation and Water Main Replacement design-build project is one of the **most critical projects completed within the past decades in Miami-Dade County**, affecting over 10,000 residents in the Village of Key Biscayne. In March 2012, as part of a regular inspection program, the Florida Department of Transportation notified the Miami-Dade Public Works and Waste Management Department (MD-PWWM) that critical deteriorating steel beams had been found on both the Bear Cut and West Bridges. Both bridge superstructures, with a combined length of 2,900 feet, were determined to be unsafe and required emergency replacement. The **bridge rehabilitation** also triggered Miami-Dade Water and Sewer Department to fast-track the replacement of an existing 12-inch ductile iron water main supported by the superstructure of the bridges.

In April 2013, MD-PWWM selected the design-build team led by Kiewit, with our lead design partner Hardesty and Hanover, LLC to complete this 360-day emergency design-build project. **The project included repairing and replacing sections of the bridges, replacing the water main running underneath the bridges, and widening and adding a dedicated lane for cyclists and pedestrians--all under a tight construction schedule.**

RELEVANCY COMPONENTS

- | | | |
|--------------------------------------|---------------------------------------|--------------------------------------|
| ✓ Bridge Rehabilitation/Construction | ✓ Public Outreach | ✓ FPL, Comcast and AT&T Coordination |
| ✓ Roadway Construction | ✓ Lighting Improvements | ✓ Coast Guard Coordination |
| ✓ MOT | ✓ Landscaping | ✓ FDOT Coordination |
| ✓ Pedestrian Improvements | ✓ Water/Sewer/Stormwater Construction | |

The project also included removal of the 1940's-era superstructure and girders, new pedestal creation, placement of new precast girders, and new superstructure. The existing substructure on both bridges remained in place. **Spall repairs and pile jackets** were performed as needed on the existing substructure. The new superstructure consisted of precast concrete deck panels (4-inch thick) placed on styrofoam buildups on the precast beams. One mat of reinforcing steel was placed on rope of the panels and then a 3- inch concrete overlay was placed on the panels. **The use of deck panels allowed for the ability to reduce the overall schedule to meet the project needs.**

Bear Cut Bridge was also widened by 20 feet to allow for the creation of two 14-foot shared use paths on either side of the bridge. The bridge carries a large volume of **pedestrian and bicyclist traffic**. The bridge was widened by driving 84 twenty-four inch concrete piles and placing new caps and pedestals at each bent line. The superstructure for this portion of the bridge was the same. The piling was driven from the water using a barge crane. All of this work took place after extensive coordination with local residents and business.

Along with the bridge work, the project required **two directional bores of new 20-inch HDPE** under the Biscayne Bay Waters. These bores were to replace the existing waterline that was hanging underneath the existing Bear Cut and West Bridges. The West Bridge bore was 1,300 feet in length at up to 60 feet below the water surface elevation. The Bear Cut bore was 2,900 feet in length and 100 feet below the water surface elevation. At both bore locations, each end was tied into the existing water main to the Village of Key Biscayne. The tie-in work was done at night using cut and cover method so traffic would not be affected during the day. In addition to this utility coordination, the project including design engineering and permitting, USCG coordination, maintenance of vehicular and boat traffic, and environmental compliance.

Bear Cut also included **various drainage structures and pipe** on both the east and west approaches in order to facilitate the new widening and additional 14-foot shared use paths. Fifteen new inlets and manholes were installed up to ten feet in depth without the need for dewatering. Two existing inlets were modified to account for the new curb alignments on the approaches. Approximately 900 feet of new 18-inch RCP was added.

Throughout the project duration, the **construction activities had to be coordinated while more than 50 special events took place on both Virginia Key and Key Biscayne**. This information was incorporated into the project schedule and construction crews were scheduled to minimize impacts. The Sony Tennis Open, held each March on Key Biscayne, was by far the largest event which required extensive coordination. This international tennis championship attracts over 300,000 visitors to the island community every year throughout its two-week duration. Detailed schedule options, 3D models, and project status updates were presented to the tournament stakeholders. **Re-phasing of operations resulted in the opening of four full lanes of traffic plus one 14-foot shared use path for the duration of the tournament.**



Las Olas Bridge Rehab

Fort Lauderdale, FL



CONSTRUCTION COMPLETION DATE

December 2015

OWNER NAME

FDOT District 4

OWNER CONTACT

Arturo Perez
786-251-8059
aperez@pinnaclecei.com

CONSTRUCTION COST

\$6.7 Million

KEY PERSONNEL INVOLVED

Rick Cummings

Joe Papitto

Alberto Baca

Las Olas Blvd serves as the main link between Downtown Ft. Lauderdale and the Beach. As a major vehicle, bicycle and pedestrian route, FDOT initiated a project to improve the safety and lifespan of the bridge and its approaches. **This rehab project required extensive coordination with state, Broward County and local agencies.** This close coordination was required daily but was elevated around the times of special events like the Ft. Lauderdale International Boat Show, 4th of July and other major events.

The pedestrian elements included removing and replacing the existing pedestrian handrail and **installing a new Wyoming rail traffic barrier** between the pedestrian walkway and traveling lanes. We self-performed both the pedestrian handrail installation and the Wyoming rail anchor bolts.

Other scope items entailed the hydro-demolition of the existing bridge deck, pouring back the deck, applying Class V finish to the exterior of the bridge, removing and replacing steel members located on the bascule leafs, replacing the steel plate walkway with a non-slip aluminum plate, milling and resurfacing the approaches, and painting the bascule leafs. **We also self-performed the sidewalk plates, joint replacement, concrete overlay, as well as the steel demolition and replacement.**

The major quantities included 5,114 SY of hydro-demolition, 5,514 SY of concrete finish, 650 CY of concrete, 2,191 LF of pedestrian handrail, 38,805 lbs. of structural steel, 2,169 LF of decorative handrail, 2,242 LF of joints, and 1,168 SF of aluminum sidewalk.

RELEVANCY COMPONENTS

✓ Bridge Rehabilitation/Construction	✓ Public Outreach	✓ Landscaping
✓ Roadway Construction	✓ Lighting Improvements	✓ FPL, Comcast and AT&T Coordination
✓ MOT	✓ Signal Improvements	✓ Coast Guard Coordination
✓ Pedestrian Improvements	✓ Water/Sewer/Stormwater Construction	✓ FDOT and Broward County Coordination



SR 822 Sheridan Reconstruction Hollywood, FL

CONSTRUCTION COMPLETION DATE

December 2016

OWNER NAME

FDOT District 4

OWNER CONTACT

Yveins Jean-Pierre
(954) 940-7611
yveins.jean-pierre@dot.state.fl.us

CONSTRUCTION COST

\$2.1 Million

KEY PERSONNEL INVOLVED

Rick Cummings

Joe Papitto

Kiewit Infrastructure South Co. was selected to provide construction services for the reconfiguration, updating, and widening of the Sheridan Street and Ocean Drive (A1A) intersection and repairs to the Sheridan Street Bridge over the ICWW, which was designed by Kimley-Horn. Work in this heavily traveled intersection located in congested South Florida included **maintenance of traffic (MOT), storm drainage, curb and gutter, sidewalks, brick pavers, asphalt paving, street lighting, traffic signalization, and landscaping**. Repairs to the bridge included pedestrian and safety updates, as well as concrete repairs.

The project involved **extensive coordination efforts with various City, Broward County and State departments**. The purpose of the job was to upgrade the intersection of Sheridan Street and A1A/North Ocean Drive and the bridge over the Intracoastal Waterway just south of Port Everglades. **Prior to the start of construction, the project team held a community outreach meeting to answer and address the public's concerns about the traffic impacts during the project's duration**. Also prior to construction the team met with the City's engineering department to discuss project impacts to MOT, pedestrian/bike access and nighttime operations. Every nighttime closure during the project required advance coordination with the city.

RELEVANCY COMPONENTS

✓ Bridge Rehabilitation/Construction	✓ Public Outreach	✓ Landscaping
✓ Roadway Construction	✓ Lighting Improvements	✓ FPL and Utility Coordination
✓ MOT	✓ Signal Improvements	✓ Coast Guard Coordination
✓ Pedestrian Improvements	✓ Water/Sewer/Stormwater Construction	✓ FDOT and Broward County Coordination

We also met with the city planner to discuss constructability and design questions (even though this was a traditional bid-build project) to ensure that the City and its residents were satisfied with the project's treatment. Over the course of the project, the team also interacted with the City Arborist to find a suitable location for palm trees to be relocated and added during the project. Extensive coordination with the City-owned water and sewer utilities was required to relocate those that were in the way of the drilled shaft operations. **The development of a positive relationship with the City strongly contributed to the overall success of the project.**

Due to the project's location directly adjacent to the Intracoastal Waterway and by being very near the Atlantic Ocean, the team's environmental monitoring and compliance plan was extremely important. Due to the fact that the project required both working on the bridge over water and by adjusting stormwater and utility services, runoff and contamination were project risks that were stressed to everyone on the project team. **A plan was developed, in compliance with all regulatory authorities, including SFWMD, to ensure that construction operations posed no risk to the surrounding environment.**





Orlando South Airport Intermodal Terminal Orlando, FL

CONSTRUCTION COMPLETION DATE

December 2017

OWNER NAME

Greater Orlando Aviation
Authority Purchasing Division

OWNER CONTACT

John Guirges Sr.
(407) 508-9822
john.guirges@goaa.org

CONSTRUCTION COST

\$189,827,140

KEY PERSONNEL INVOLVED

Rick Cummings

Nick Salce

Joe Papitto

Alberto Baca

This **award-winning** (ENR, FDOT) heavy civil CMAR project involved the construction of a three-track train viaduct bridge structure, a four-story conditioned space building facility with open air train platform, and a Passenger Drop Off Lobby building. This facility will be the north terminus for Virgin Trains USA/Brightline passenger rail service providing seamless connectivity for rail passengers through the airport.

Scopes of work included deep foundations, structural concrete, utilities, site infrastructure, roadway and pedestrian improvements, landscaping, structural steel, cladding, and building system and finishes. **Kiewit was involved in all phases of the project from preconstruction activities including constructability reviews, cost estimating, to subcontractor procurement and bidding to GMP formation.**

Kiewit self-performed the majority of the structural concrete on this project, totaling close to 2,500 CY and was involved in the inspection and monitoring of other scopes of work performed by subcontractors.

Kiewit estimators assisted in brainstorming more efficient design characteristics that would ultimately lead to reduced construction costs.

This included everything from detailed structure connections and sizes/shapes

RELEVANCY COMPONENTS

- | | | |
|--------------------------------------|---------------------------------------|--------------------------------|
| ✓ Bridge Rehabilitation/Construction | ✓ Public Outreach | ✓ Landscaping |
| ✓ Roadway Construction | ✓ Lighting Improvements | ✓ FPL and Utility Coordination |
| ✓ MOT | ✓ Signal Improvements | ✓ FDOT Coordination |
| ✓ Pedestrian Improvements | ✓ Water/Sewer/Stormwater Construction | |

to sequence of construction to minimize equipment needs and crane size. Estimators also participated in constructability reviews at each design stage (60%, 90%, and IFC).

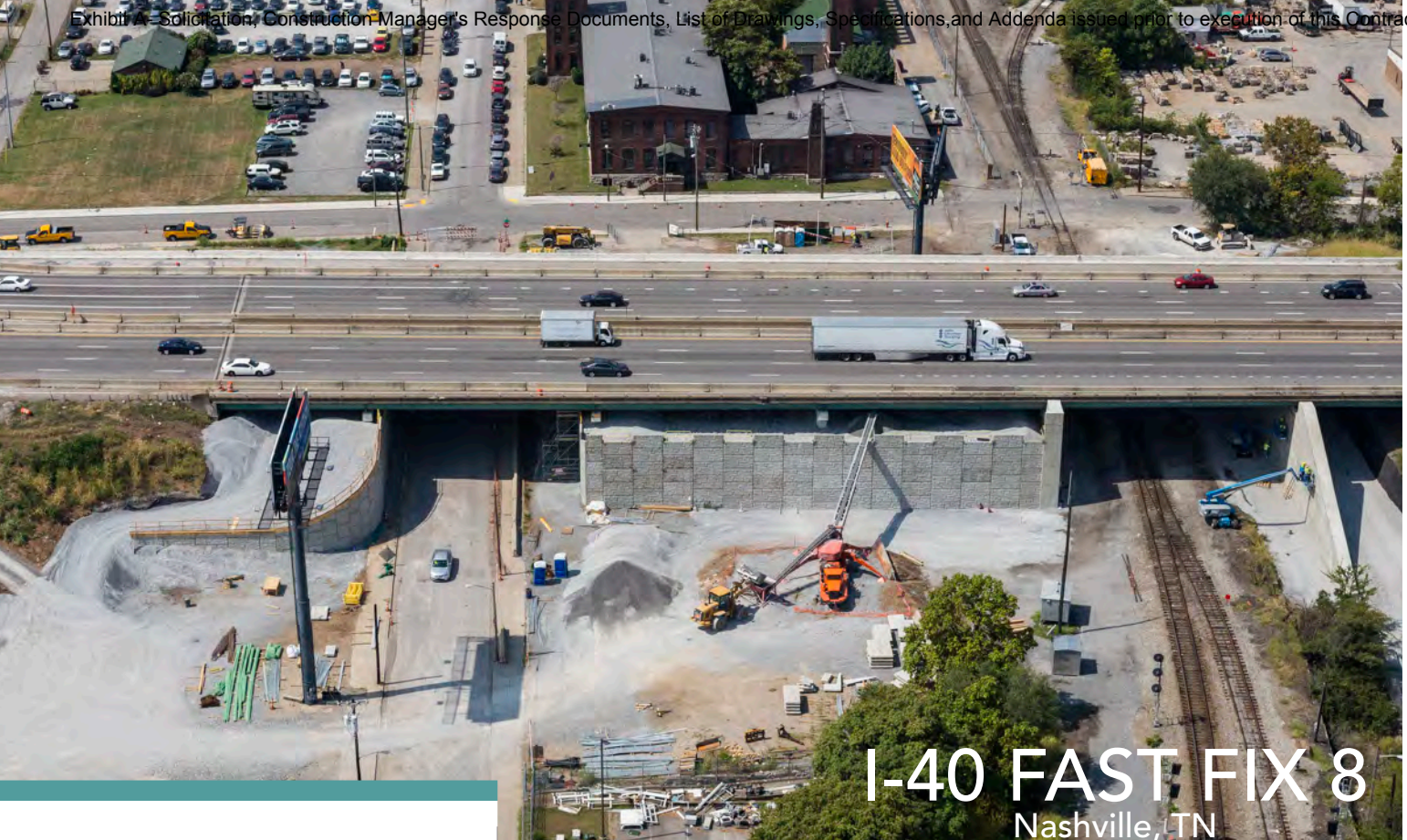
The 50,000 SF passenger drop-off lobby is an entry way connecting the ITF to public transportation. The 1,400 LF Elevated Rail Bridge Viaduct brings the All Aboard Florida trains into the ITF to deliver and pick up passengers on a raised platform located within the facility.

The Intermodal Terminal Facility encompasses 7 GMPs with a total of 60 subcontracts. Daily coordination is required with adjacent CMAR and DBOM projects being built concurrently and utilizing shared site access areas. The South Terminal Complex is one of the first airport terminals to attempt a LEED Version 4 certification for sustainability. No airport project has attained this certification to date.



Turner-Kiewit Joint Venture was recognized for outstanding achievement in airport aesthetics, safety and service in the State of Florida for the Greater Orlando Aviation Authority South Airport Intermodal Terminal Facility





I-40 FAST FIX 8

Nashville, TN

CONSTRUCTION COMPLETION DATE

June 2016

OWNER NAME

Tennessee Department of Transportation

OWNER CONTACT

Lia Obaid, PE, Assistant Director of Construction | TDOT, 615.532.7522

CONSTRUCTION COST

\$62.6 Million

Due to the aging infrastructure and high traffic volumes, TDOT **expedited the reconstruction of eight bridges along I-40 in downtown Nashville using the CMAR delivery method**. Kiewit successfully completed this project using **ABC methods** and met all milestones including using only 10 weekend closures to complete the work. By partnering with local subcontractors, Kiewit's teaming approach allowed the project to complete \$14.7M worth of work in a single month.

Pre-weekend work consisted of site access, over-excavation and backfill, soil nail retaining walls, MSE retaining walls, and bearing seat preparation. Weekend work consisted of 58-hour closures of I-40 to remove and replace the bridge structures, including two bridges over CSX Railroad. Post-weekend work included installation of bridge overhangs, parapet, and site finishes.

The **project was completed seven months early, a feat made possible through collaboration among all team members**, the use of extremely detailed schedules, tight controls, a robust quality program, continuity between preconstruction and construction, the team's ability to make decisions quickly, and commitment to building work right the first time.

TDOT committed to the public that the weekend closures would not exceed 58 hours. Through extensive upfront scheduling, **all weekend closures were completed early**, allowing TDOT to keep their promise. Kiewit encouraged the adoption of executive partnering for this project. Any issues were discussed among all parties, and all team members worked to resolve changes quickly.

RELEVANCY COMPONENTS

- | | | |
|--------------------------------------|-------------------------|---------------------------------------|
| ✓ Bridge Rehabilitation/Construction | ✓ Public Outreach | ✓ Utility Coordination |
| ✓ Roadway Construction | ✓ Lighting Improvements | ✓ TnDOT Coordination |
| ✓ MOT | ✓ Landscaping | ✓ Water/Sewer/Stormwater Construction |
| ✓ Pedestrian Improvements | | |

CAMINO REAL/BOCA CLUB BRIDGE RECONSTRUCTION | PALM BEACH COUNTY | BOCA RATON, FL

In nearby Boca Raton, Kiewit is reconstructing the Camino Real/Boca Club Bridge. This fast-track project was needed to bring the 79-year old movable bridge to current standards. Because the bridge is historic and is an anchor to the Camino Real Historic District, great effort is being taken in design and construction to preserve the character of the bridge. The height, tender house architecture and railings will all appear to match the 1930s era design.

The bridge is also being widened to allow for greater pedestrian and bicyclist safety. Additionally, a major Comcast line was identified as potentially lying within the footprint of the new bridge tenderhouse. This resulted in consultations with all parties to determine the best solution, whether it be altering the design of the tenderhouse or relocating the Comcast line. Ultimately, it was determined that the best solution would be to relocate the Comcast line.



BOCA RATON STREETSCAPING | CITY OF BOCA RATON | BOCA RATON, FL

Kiewit received awards and recognition for the ahead-of-schedule major renovations and enhancements to nearly a mile of streets in the downtown corridor of Boca Raton. The work included the undergrounding of FPL lines; new water, sewer and reclaimed water lines; drainage, new curb and gutter, paving and sidewalks. Decorative pavers were also installed throughout the project

along with decorative planters and palm trees. The project scope also included new signalization, signage and lighting. Due to the downtown location, traffic control and protection of surrounding business locations was a critical component of the work. We also used value engineering to install new electrical ductwork across a busy intersection by directional boring versus open cut methods as originally specified.

"[KISC] provided a high-quality finished product, and performed the work with extreme sensitivity to the community and business."

— Paul L. Cherry, PE, Senior Vice President, Kimley-Horn and Associates, Inc., Palmetto Park Road Improvement Project for the City of Boca Raton

CARROLL AVENUE | SHA | TAKOMA PARK, MD

The bridge rehabilitation includes completely replacing the bridge deck, beams, and columns above the arches, the sidewalks and railings, and the ornamental lights. The overall project limits along Carroll Avenue extend from the intersection at Jefferson Avenue to the entrance for the Washington Adventist Hospital. In addition to rehabilitating the bridge, the project

includes constructing new sidewalk along the east side of Carroll Avenue between Old Carroll Avenue and the bridge, upgrading existing sidewalks and ramps to meet ADA standards, and roadway drainage improvements. In order to complete the necessary work safely, the bridge will be closed and traffic will be detoured during construction.



LEWES REHOBOTH BRIDGES DECK REPLACEMENT CMAR | DDOT | REHOBOTH BEACH, DE

Kiewit is currently performing preconstruction services for the \$15M? accelerated reconstruction of the bridges connecting Lewes and Rehoboth Beach, Delaware. These twin bridges, each carrying two lanes of a direction of traffic, need to have their decks replaced and superstructures repaired. We are currently performing a final estimate after going

through several intermediate estimates as we have worked alongside the owner and engineer to develop the schedule, design and scheme to ensure both that traffic and pedestrian access is safely maintained, and that the work can be completed in the short season after beach tourism season ends and before winter sets in.



COTTON LANE ROADWAY AND BRIDGE CMAR | MARICOPA COUNTY DOT | GOODYEAR, AZ

The Cotton Lane CMAR project included a 2,100 LF bridge spanning the Gila River along with 3.25 miles of new roadway, a new roundabout, and box culvert construction. As MCDOT's first CMAR project, our team helped pioneer the CMAR processes that are used throughout the state to this day. Our team coordinated critical USACE permits, constructed new wildlife habitat, installed new major utilities, and managed traffic control on a

heavily traveled county road. The project was completed ahead of schedule, under budget, and became a signature landmark for Maricopa County. The Cotton Lane Bridge project was also recognized by Southwest Contractor as one of the top projects for 2007 and in 2008 by Precast/Prestressed Concrete Institute (PCI) Design Awards for Bridges with Spans from 75 ft. to 150 ft.



THE BENTWAY CMGC | TORONTO WATERFRONT REVITALIZATION CORP. | TORONTO, ON

Kiewit recently completed an innovative adaptive reuse/streetscaping CMGC (CMAR) project in Toronto, ON. The Bentway Project is transforming 10 acres of unused space underneath the elevated section of the city's Gardiner Expressway, from just west of Strachan Avenue to Spadina Avenue, into a unique multi-functional public area, which includes a pedestrian and outdoor skating trail, and gathering spaces for public art installations, festivals and performances. Work has included relocations of water, sewer and underground electricity as well as decorative and structural concrete and

paving, landscaping and lighting. As The Bentway reimagines the area as a dynamic new public space, the CMGC process allowed for flexibility.

Waterfront Toronto Senior PM Shannon Baker stated; "Creating a new gathering place in an unconventional space presents certain challenges in both design and construction, and requires an approach that is nimble. Kiewit has been able to anticipate changes on the project, as well as effectively respond to unforeseen challenges in order to keep the aggressive schedule moving forward."



Resumes of Key Personnel



Resumes of Key Personnel

RICK CUMMINGS PRINCIPAL-IN-CHARGE



EDUCATION

B.S., Civil Engineering, Rochester Institute of Technology, 1985

With more than 34 years of experience, Rick is responsible for business development and estimating in the state of Florida. His responsibilities include the authority to commit the personnel, equipment, and financial resources necessary to successfully execute contracts. Rick interfaces with project managers and field superintendents to assure projects are properly staffed and that systems are developed and applied to provide the highest level of safety compliance, quality control, and assurance that schedule and budget objectives are met.

Rick has also led Kiewit's efforts to successfully build work for local owners and agencies such as Miami Dade County, SFWMD, USACE, MDWASA, Everglades National Park, and Tampa Bay Water. His experience in Florida includes providing executive oversight on various complex roadway, interchange, airport, pump station, and bascule bridge projects.

Similar Project Experience

Executive Oversight, Rehabilitation of the Bear Cut and West Bridges on the Rickenbacker Causeway, Miami-Dade County, Miami, FL, \$33M

This award-winning, fast-tracked, design-build project also included removal of the 1940's-era superstructure and girders, new pedestal creation, placement of new precast girders, and new superstructure. The existing substructure on both bridges remained in place. The Bear Cut

Bridge is 2,100 LF and the West Bridge is 658 LF. The deck replacement area was just over 50-feet wide and also included a 20-foot additional widening to provide dedicated paths for pedestrians and bicyclists.

Executive Oversight, Las Olas Bridge Rehabilitation, FDOT District 4, Fort Lauderdale, FL, \$6.7M

The pedestrian elements of this bridge rehabilitation project included removing and replacing the existing pedestrian handrail and installing a new Wyoming rail traffic barrier between the pedestrian walkway and traveling lanes. We self-performed both the pedestrian handrail installation and the Wyoming rail anchor bolts.

Executive Oversight, SR 822 Sheridan Reconstruction, FDOT District 4, Sunrise, FL, \$2.1M

KISC provided services for the reconfiguration, updating, and widening of the Sheridan Street and Ocean Drive (A1A) intersection and repairs to the Sheridan Street Bridge over the ICWW located in Hollywood, Florida. Work in this heavily-traveled intersection located in congested South Florida included maintenance of traffic (MOT), storm drainage, curb and gutter, sidewalks, brick pavers, asphalt paving, street lighting, traffic signalization, and landscaping. Repairs to the bridge included pedestrian and safety updates, as well as concrete repairs.

Executive Oversight, Orlando South Airport Intermodal Terminal CMAR, GOAA, Orlando, FL \$189M

The Orlando South Airport Intermodal Terminal project includes components such as the All Aboard Florida intercity rail, the SunRail commuter rail, and other light rail and ground transportation system developments. The project encompasses platform areas, public and vertical circulation, holdrooms, concession areas, office and support spaces, and connections to the APM Station, garage, and other associated infrastructure. The project has been done in coordination with South Airport APM Complex Prime Design Consultant, Fixed Facilities Designer, APM OS supplier, Florida Enterprise Corporation (FEC) and other ongoing transportation projects.

Project Sponsor and Area Manager, Miami Intermodal Connector (MIC)/Miami International Airport (MIA) Interchange, Florida Department of Transportation (FDOT), District 6, Miami, FL, \$82.6M.

The project included the complete reconstruction of three miles of Le Jeune Road and NW 21st Street located in front of the Miami International Airport. The project included construction of 11 bridges and associated ramps, which alleviated airport traffic from Le Juene Road and provided direct access to SR 836 and SR 112. This project received the FTBA Major Bridge Project of the Year Award.

Project Sponsor and Area Manager, US-27 Underpass Design-Build Project, Florida Department of Transportation (FDOT), District 6, Miami, FL, \$36M.

The project included the design, construction, and permitting to eliminate the existing at-grade FEC railroad crossing on Okeechobee Road. The project consisted of a six-lane depressed roadway, drainage system, pump house, lighting, Intelligent Transportation System (ITS), conduits, relocation of an existing water main for the City of Hialeah, and roadway work. This project received the FTBA DB Project of the Year Award.

Project Sponsor, US-1 Interchange and Reconstruction Project, Florida Department of Transportation (FDOT), District 6, Miami, FL, \$22M.

The project was part of the Biscayne Boulevard Expansion Project and was built in four phases with the majority of the work in Phases 2 and 3, where the bridge was constructed one half at a time. Extensive maintenance of traffic was required including a six intersection traffic switch, along with numerous lane closures and other traffic switches. The project was completed in 745 of the allotted 900 maximum calendar days to receive the maximum incentive as well as the 2001 FTBA award for Outstanding Quality Project of the Year.

Project Sponsor and Area Manager, SR90 (Tamiami Trail) Modified Water Deliveries Project, USACE Jacksonville District, Miami-Dade County, FL, \$95M.

This environmentally sensitive project is reviving more than 63,000 acres of land and natural habitat in the Florida Everglades. The scope includes demolition of one mile of existing roadway and the construction of a new, one-mile-long bridge, and the rehabilitation of a nine-mile segment of existing roadway. The project is being built to USACE and FDOT specifications. It also requires strict adherence to environmental regulations and includes monitoring endangered and protected species. Work is being completed within limited right-of-way to minimize environmental impacts.

Project Sponsor and Area Manager, NW 12th Avenue Bascule Bridge, Florida Department of Transportation (FDOT), District 6, Miami, FL, \$70M.

The project included the demolition of the existing structure and construction of a new, six-lane bascule bridge over the Miami River. The project received the 2009 Best in Construction Major Bridge Award.

Project Sponsor and Area Manager, 5th Street Bascule Bridge, Florida Department of Transportation (FDOT), District 6, Miami, FL, \$61M.

This project was completed in four traffic control phases including minor bridge demolition, the construction of a new steel bascule bridge with control tower, 30-inch pre-stressed concrete foundation piling, 24-inch reinforced concrete abutment piling, two cofferdams, two concrete bascule piers, a fender system, roadway and approaches, lighting, and signalization.

Project Sponsor and Area Manager, 2nd Avenue Bascule Bridge, Florida Department of Transportation (FDOT), District 6, Miami, FL, \$43M.

Measured at more than 300 feet clear distance from trunnion to trunnion with a nominal width of 72 feet, the bridge is one of the longest, widest, and heaviest bascule bridges in the world. Critical to the more than \$1 billion of commerce transported on the river each year, crews completed the bridge while maintaining cargo and recreational traffic. Completed 20 days ahead of schedule, this new single-span bridge involved placing two 3,000-ton bascule leaves, two cofferdams, approximately 17,000 cubic yards of concrete, and 300 125-foot-long by 30-inch by 30-inch concrete piles. The project was awarded the FTBA 2004 Best in Construction Major Bridge Award.

Project Sponsor and Area Manager, Northside Runway, Miami International Airport, Miami, FL, \$118M.

Increasing airfield capacity by 25 percent, the project included installation of an 8,600-foot-long runway, two new taxiways, Concourse A parking apron, and all associated navigational aids. All construction activities were implemented across 70 milestone phases to maintain air traffic for an active runway, in addition to cargo and maintenance aprons. Major quantities included the delivery of 250,000 tons of asphalt paving, 83,000 square yards of concrete pavement, and 400,000 cubic yards of excavation.

BRUCE APPLGATE

PROJECT MANAGER



EDUCATION

B.S., Construction Engineering,
University of Nebraska, 2005

During his 18 years in the industry, Bruce has managed a diverse group of fast-paced, complex projects ranging up to \$500 million. In the last decade, he has worked almost exclusively in alternative delivery projects bringing more than \$1B in experience. This experience includes nine projects under the CMAR model. Through his leadership as a project manager, Bruce has helped Owners realize the benefit of the CMAR procurement model. He has successfully guided project teams on first-time CMAR delivery projects, including the Somerton WRF Expansion, in which he was responsible for development of multiple GMP's, budgeting of complex funding requirements. Bruce has completed all of his managed projects under budget, ahead of schedule, and with no incidents in safety or impacts to the client's quality of service to their customers.

Similar Project Experience

Project Sponsor, Southport Turning Notch Expansion and Crane Rail Improvements CMAR, Broward County, \$471M

This CMAR project is providing a major capacity expansion at Port Everglades. The project has interfaces with many Broward County agencies, the USACE and US Coast Guard. Bruce led the project through preconstruction, GMP development and is providing off-site support during construction.

Preconstruction Manager, Lewes Rehoboth Bridge Replacement, DelDOT, \$15M

Bruce served as the Preconstruction Manager for this complex deck replacements for the Delaware DOT. The accelerated reconstruction of the bridges will be completed in the winter season before beach tourism season begins

Project Sponsor, Camino Real/Boca Club Bridge Rehabilitation, Palm Beach County, \$9M

This project includes structural, roadway, pedestrian and aesthetic improvements to the historical Camino Real/Boca Club Bridge in nearby Boca Raton, FL. The project is located on the ICWW and requires coordination with the US Coast Guard. FPL and Comcast have major lines within the work zone.

Project Sponsor, Andrews Avenue Bridge Rehabilitation, Broward County, \$9M

This project is providing bascule bridge mechanical and structural rehabilitation. Additional scope includes tender house, electrical, roadway, pedestrian and aesthetic improvements to the Andrews Ave. Bridge in nearby Ft. Lauderdale, FL. Given its urban location, 13 separate utilities are present in the work zone.

Project Sponsor, Miami Women's Club Baywalk, City of Miami, \$1M

This project is providing pedestrian, drainage, beautification, utility, lighting and park improvements to a waterfront park in downtown Miami, FL. The project site receives heavy pedestrian traffic, so a thorough management plan to ensure no unauthorized entry into the project site was developed.

Segment Manager, Foothill Phase 2A Design-Build, Metro Gold Line Construction Authority, \$517M

This project included the construction of 11.5-miles of rail, 14 new bridges, eight modifications to existing bridges, six stations, and a maintenance and operations facility. Streetscaping improvements were performed at station locations, the maintenance facility and all roadway and grade crossings.

Project Superintendent, Cotton Lane Roadway and Bridge CMAR, Maricopa County, \$51.8M

This CMAR project included constructing a six-lane bridge including bike lanes, pedestrian access, drainage, utilities, landscaping and roadway work including a roundabout. Bruce was responsible for start-up activities, structures work planning, scheduling, cost controls, contract administration, pay estimates, subcontract and vendor management of over 40 contracts.

Project Manager, Relief Sewers (No.34) CMAR, City of Phoenix, \$6M

This CMAR project consisted of installing 4,900 LF of 15-inch-diameter and 2,600 LF of 18-inch-diameter sanitary sewer made of vitrified clay pipe. Further work included removing and installing manholes and replacing concrete curb and gutter, concrete sidewalk and asphalt. The project also included microsealing, bypass pumping and traffic control.

Project Manager, Somerton WRF Expansion CMAR, City of Somerton, \$6M

Bruce was responsible for the development of multiple GMP's and budgeting of complex funding requirements including American Recovery and Reinvestment Act (ARRA) funds in this water reclamation facility expansion. The project finished ahead of schedule and under budget.

Additional jobs:

Essential Spray Pond Repair / Replacement ECI/CMAR, Palo Verde Nuclear Generating Station (PVNGS), \$1.2M

Union Hills Water Treatment Plant Rehabilitation CMAR, City of Phoenix, \$7.8M

Orange Street Sewer Truck Line Rehabilitation, Salt Lake City Department of Utilities, \$10.8M

State Route 202L Widening Design-Build, Arizona Department of Transportation, \$190M

Palo Verde Nuclear Generating Station Circulating Water Piping Modifications, Arizona Public Service Company, \$2.2M

Springerville Generating Station, Unit No. 4 Substructures, Salt River Project, \$64M

Rail Runner Commuter Rail, Phase I, New Mexico Department of Transportation, \$28.4M

Riggs Road ST100 (Val Vista Dr. to Recker Rd.) CMAR Preconstruction, City of Gilbert

Beardsley Road Connector, Phase I CMAR Preconstruction, City of Peoria

NICK SALCE

ASSISTANT PROJECT MANAGER



EDUCATION

B.S., Construction Management,
University of Florida, 1992

Nick has over 25 years of experience that includes managing design-build pursuits and complex airport, bridge, and highway projects. He has been responsible for providing oversight on multiple projects throughout the southern region of Florida. His responsibilities include supervising work-plan development, construction means and methods, safety, quality, schedule, and budget control, as well as ensuring all operations have adequate resources to meet the project team's goals. Even when faced with aggressive schedules, his leadership has brought successful completion of quality projects on time and meeting client satisfaction. In addition to managing and directing teams, Nick's role includes establishing project procedures, determining and overseeing schedules and budgets, and ensuring work is consistent with quality standards and project requirements.

Similar Project Experience

Project Manager, Rehabilitation of the Bear Cut and West Bridges on the Rickenbacker Causeway, Miami-Dade County, Miami, FL, \$33M

This award-winning, fast-tracked, design-build project also included removal of the 1940's-era superstructure and girders, new pedestal creation, placement of new precast girders, and new superstructure. The existing substructure on both bridges remained in place. The Bear Cut Bridge is 2,100 LF and the West Bridge is 658 LF. The deck replacement

area was just over 50-feet wide and also included a 20-foot additional widening to provide dedicated paths for pedestrians and bicyclists.

Estimator, Orlando South Airport Intermodal Terminal, GOAA, Orlando, FL \$189M

The Orlando South Airport Intermodal Terminal project includes components such as the All Aboard Florida intercity rail, the SunRail commuter rail, and other light rail and ground transportation system developments. The project encompasses platform areas, public and vertical circulation, holdrooms, concession areas, office and support spaces, and connections to the APM Station, garage, and other associated infrastructure. The project has been done in coordination with South Airport APM Complex Prime Design Consultant, Fixed Facilities Designer, APM OS supplier, Florida Enterprise Corporation (FEC) and other ongoing transportation projects.

Project Manager, SR 90 Tamiami Trail, BB - U.S. Army Corps of Engineers Jacksonville District Miami, FL, \$103.7M

Nick oversaw the reconstruction of US-90 that connects east and west Florida in the southern part of the state revived more than 63,000 acres of land and natural habitat in the Everglades. The scope of work included the demolition of one mile of existing roadway, the construction of a one-mile bridge on the eastern side of the Everglades National Park, and the rehabilitation of 9.75 miles of roadway. The goal of this project was to elevate a portion of this man-made road barrier in order to reconnect and restore the integrity of our nation's largest subtropical ecosystem. Requirements included monitoring endangered and protected species and adhering to strict environmental regulations, as well as building to specifications from the USACE and FDOT.

Project Manager, I-95 Widening and Rehabilitation, DB- FDOT District 5 Cocoa, FL, \$173M

Nick was responsible for oversight project involving widening of 10 miles of existing I-95 four-lane interstate highway to a six-lane interstate highway in Brevard County. Roadway work included new asphalt pavement, new concrete pavement including permeable base, milling and resurfacing, median drainage improvements, widening of three bridges, noise wall construction, ITS modifications, median barrier wall, and signing and pavement markings. Kiewit self-produced the PCC for approximately 375,000 SY of 13-inch concrete pavement. Overall, excavation to embankment was in excess of 585,000 cy along with 435,000 SY of stabilization and 280,000 SY of optional base and 50,000 LF of median drainage pipe. The team received \$1.6 million in interim and final completion bonuses.

Project Manager, SR 464 DB- FDOT District 5, Ocala, FL, \$27M

Nick provided oversight for this project involving construction of a new four-lane, two-way overpass on SR 464 (SW 17th Street) over the CSX railroad, and two-lane/ two-way frontage roads on SR 464 to provide access to adjacent developments.

In addition to the original contract, the project team contracted with the City of Ocala for \$1.5 million to relocate the city's water and sewer mains to make room for new construction. The project was completed more than 100 days ahead of an already expedited schedule to receive a \$750,000 schedule incentive and a \$750,000 no-excuse bonus.

Project Manager, , I-95 Bridge Widening and Replacement, DB–FDOT District 5, Palm Bay, FL, \$24M

Nick managed Kiewit's \$24-million portion of a project to widen and rehabilitate 22 miles of I-95 through Palm Bay that included the widening of two bridges and reconstruction of two bridges along I-95 and one new bridge over I-95. The project also included the construction of a 128 ft. Conspan structure that was constructed through a mechanically stabilized earth wall (MSE wall). The project required installation of 14,000 lf of 18-inch-square concrete pile, 6,600 lf of 24-inch-square concrete pile, 56,000 sf of temporary sheet pile, 4,100 cy of structural concrete.

Project Manager, I-95 to Turnpike Connector at Golden Glades–FDOT District 6, Miami, FL, \$8M

Nick directed this design-build widening project located at the Golden Glades Interchange where I-95 connects to Florida's Turnpike. The project provides an auxiliary lane on the I-95 northbound connector ramp from NB US 441 on-ramp to the SR-826 WB exit ramp. Improvements include widening of three bridge structures.

Project Manager, Miami Intermodal Center Interchange–FDOT District 6, Miami, FL, \$83M

In this capacity, he managed this project to reconstruct 3 miles of LeJeune Road and NW 21st Street located in front of Miami International Airport. The project included construction of 11 bridges and associated ramps, which elevated airport traffic from using LeJeune Road and provided direct access to SR 836 and SR 112. Additional features included nine foundations for a future people mover; 3 miles of ramp and roadway; 375,000 CY of excavation and embankment; 126,000 SY of base work; 11,500 lf of drainage piping; 7,100 LF of waterline; 33,000 tons of asphalt; and lighting, signalization, and signage. FTBA Major Bridge Project of the Year Award.

ALBERTO BACA SUPERINTENDENT



EDUCATION

High School Graduate

Alberto has more than 18 years of experience serving as a Superintendent and Foreman on projects located in Florida. He has overseen the work on design-build projects such as Bear Cut and West Bridges Rehabilitation in Miami, FL. His work has led him to become an expert in bridge and roadway construction, such as the precast/pre-stressed concrete used on Bear Cut and West Bridges Rehabilitation.

Similar Project Experience

Superintendent, Rehabilitation of the Bear Cut and West Bridges on the Rickenbacker Causeway, Miami-Dade County, Miami, FL, \$33M

This award-winning, fast-tracked, design-build project also included removal of the 1940's-era superstructure and girders, new pedestal creation, placement of new precast girders, and new superstructure. The existing substructure on both bridges remained in place. The Bear Cut Bridge is 2,100 LF and the West Bridge is 658 LF. The deck replacement area was just over 50-feet wide and also included a 20-foot additional widening to provide dedicated paths for pedestrians and bicyclists.

Superintendent, Las Olas Bridge Rehabilitation, FDOT District 4, Fort Lauderdale, FL, \$6.7M

The pedestrian elements of this bridge rehabilitation project included removing and replacing the existing pedestrian handrail and installing a

new Wyoming rail traffic barrier between the pedestrian walkway and traveling lanes. We self-performed both the pedestrian handrail installation and the Wyoming rail anchor bolts.

Superintendent, Orlando South Airport Intermodal Terminal CMAR, GOAA, Orlando, FL \$189M

The Orlando South Airport Intermodal Terminal project includes components such as the All Aboard Florida intercity rail, the SunRail commuter rail, and other light rail and ground transportation system developments. The project encompasses platform areas, public and vertical circulation, holdrooms, concession areas, office and support spaces, and connections to the APM Station, garage, and other associated infrastructure. The project has been done in coordination with South Airport APM Complex Prime Design Consultant, Fixed Facilities Designer, APM OS supplier, Florida Enterprise Corporation (FEC) and other ongoing transportation projects.

Superintendent, Camino Real/Boca Club Bridge Rehabilitation, Palm Beach County, Boca Raton, FL, \$9M

This project includes structural, roadway, pedestrian and aesthetic improvements to the historical Camino Real/Boca Club Bridge in nearby Boca Raton, FL. The project is located on the ICWW and requires coordination with the US Coast Guard. FPL and Comcast have major lines within the work zone.

Superintendent, Orlando South Airport Intermodal Terminal, GOAA, Orlando, FL \$189M

This CMAR project constructed a train station at Orlando Intl. Airport, and included streetscaping features, ornamental landscaping and pedestrian improvements. Alberto's responsibilities included management of several crews involved with columns, caps, CIP stairs, CIP elevated decks and CIP parapet walls.

Superintendent, Bakers Haulover Bridge, FDOT, , Miami Beach, FL, \$9M

This project involves rebuilding the seawalls underneath both sides of the bridge. Additionally, there are miscellaneous structural steel repairs to the bridge. In order to replace the bearings, the bridge was jacked. Other operations included concrete spall repairs and repainting the bridge.

Superintendent, NE 183rd Seawall Repair, City of Aventura, Aventura, FL, \$1M

This project rehabilitated a 1,500 LF seawall along the intercostal waterway in Aventura, FL. This wall required extensive spall repairs and pile jackets due to the corrosive environment of the salt water.

Superintendent, Parkway Drive Rehabilitation, EFL-FHWA, Washington, DC, \$4.5M

This project consisted of asphalt pavement milling and overlay, concrete bridge repairs, sidewalk and curb repairs, street lights, signing, pavement markings, and other work on Parkway Drive, including repairs to the Watergate Plaza Bridge and the NPS Storage Area Bridge in Washington, DC.

JOE PAPITTO, PE LEAD ESTIMATOR



EDUCATION

B.S., Civil Engineering, Brown University, 1976

Joe has more than 40 years of experience and has served as the Chief Estimator in Florida for more than 21 years. Joe has extensive experience cost estimating piling, seawall, mass excavation, contaminated materials, and deep-water marine structures. He has led estimates on all types of infrastructure projects and delivery methods, including the Orlando Airport South Terminal CMAR project. As Chief Estimator, Joe will lead the development of an open cost model, GMP proposals, and estimates detailing an itemized breakdown of the various cost components.

Similar Project Experience

Chief Estimator for Florida, Sunrise, FL

As Chief Estimator, Joe is responsible for estimating and bidding all of the work in Florida. This includes a wide variety of projects over two decades, including the \$150-million South Airport Terminal and Intermodal CMAR project in Orlando, the \$103 million SR-90 Tamiami Trail project in Miami, and the \$33 million Bear Cut and West Bridges Rehabilitation project in Key Biscayne.

Lead Estimator, Rehabilitation of the Bear Cut and West Bridges on the Rickenbacker Causeway, Miami-Dade County, Miami, FL, \$33M

This award-winning, fast-tracked, design-build project also included

removal of the 1940's-era superstructure and girders, new pedestal creation, placement of new precast girders, and new superstructure. The existing substructure on both bridges remained in place. The Bear Cut Bridge is 2,100 LF and the West Bridge is 658 LF. The deck replacement area was just over 50-feet wide and also included a 20-foot additional widening to provide dedicated paths for pedestrians and bicyclists.

Lead Estimator, Las Olas Bridge Rehabilitation, FDOT District 4, Fort Lauderdale, FL, \$6.7M

The pedestrian elements of this bridge rehabilitation project included removing and replacing the existing pedestrian handrail and installing a new Wyoming rail traffic barrier between the pedestrian walkway and traveling lanes. We self-performed both the pedestrian handrail installation and the Wyoming rail anchor bolts.

Lead Estimator, SR 822 Sheridan Reconstruction, FDOT District 4, Sunrise, FL, \$2.1M

KISC provided services for the reconfiguration, updating, and widening of the Sheridan Street and Ocean Drive (A1A) intersection and repairs to the Sheridan Street Bridge over the ICWW located in Hollywood, Florida. Work in this heavily-traveled intersection located in congested South Florida included maintenance of traffic (MOT), storm drainage, curb and gutter, sidewalks, brick pavers, asphalt paving, street lighting, traffic signalization, and landscaping. Repairs to the bridge included pedestrian and safety updates, as well as concrete repairs.

Lead Estimator, Orlando South Airport Intermodal Terminal CMAR, GOAA, Orlando, FL \$189M

The Orlando South Airport Intermodal Terminal project includes components such as the All Aboard Florida intercity rail, the SunRail commuter rail, and other light rail and ground transportation system developments. The project encompasses platform areas, public and vertical circulation, holdrooms, concession areas, office and support spaces, and connections to the APM Station, garage, and other associated infrastructure. The project has been done in coordination with South Airport APM Complex Prime Design Consultant, Fixed Facilities Designer, APM OS supplier, Florida Enterprise Corporation (FEC) and other ongoing transportation projects.

Project Engineer, WASA Wells, Miami-Dade Water & Sewer Authority, Miami, FL, \$10.3M

Joe was the Project Engineer for this \$10.3 million contract for the installation of a force main pipeline on Virginia Key. This 200-day, fast-track project required simultaneous operations in three locations using a reinforced concrete pressure pipe to replace the existing force main along the Rickenbacker Causeway. Tom and his crews were involved in the installation of more than 12,000 ft. of 54-in. to 102-in. pipe. This operation required the installation and eventual removal of steel sheet piling along the entire force main length, in addition to positioning one 72-in. and seven 60-in. plug valves. Construction also included tapping connections to the existing 72-in. and 54-in. concrete pipe; modifications to the Central District Wastewater Treatment Plant; and cleaning and testing of the new pipeline.

References



References

References for similar past 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.

Listed below are three references in the tri-county area who are able to provide additional information if needed. For more information, about the projects below, please refer to the Project Pages in the Statement of Skills and Experience Section of this proposal.

Rehabilitation of the Bear Cut and West Bridges on the Rickenbacker Causeway, Key Biscayne, FL

Antonio Cotarelo
(305) 375-1918
antonio.cotarelo@miamidade.gov

Las Olas Bridge Rehab, Fort Lauderdale, FL

Arturo Perez
786-251-8059
aperez@pinnaclecei.com.

SR 822 Sheridan Reconstruction, Hollywood, FL

Yveins Jean-Pierre
(954) 940-7611
yveins.jean-pierre@dot.state.fl.us

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

Kiewit Infrastructure South Co. has no prior projects with the City of Pompano Beach.

Office Locations



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.

Supporting Offices

Kiewit Corporate Office: 3555 Farnam Street, Omaha, NE 68131

Kiewit Infrastructure South Co. District Office: 450 Dividend Drive, Peachtree City, GA 30269

Kiewit Satellite Offices:

South Florida Office - 1580 Sawgrass Corporate Pkwy, Suite 300, Sunrise, FL 33323

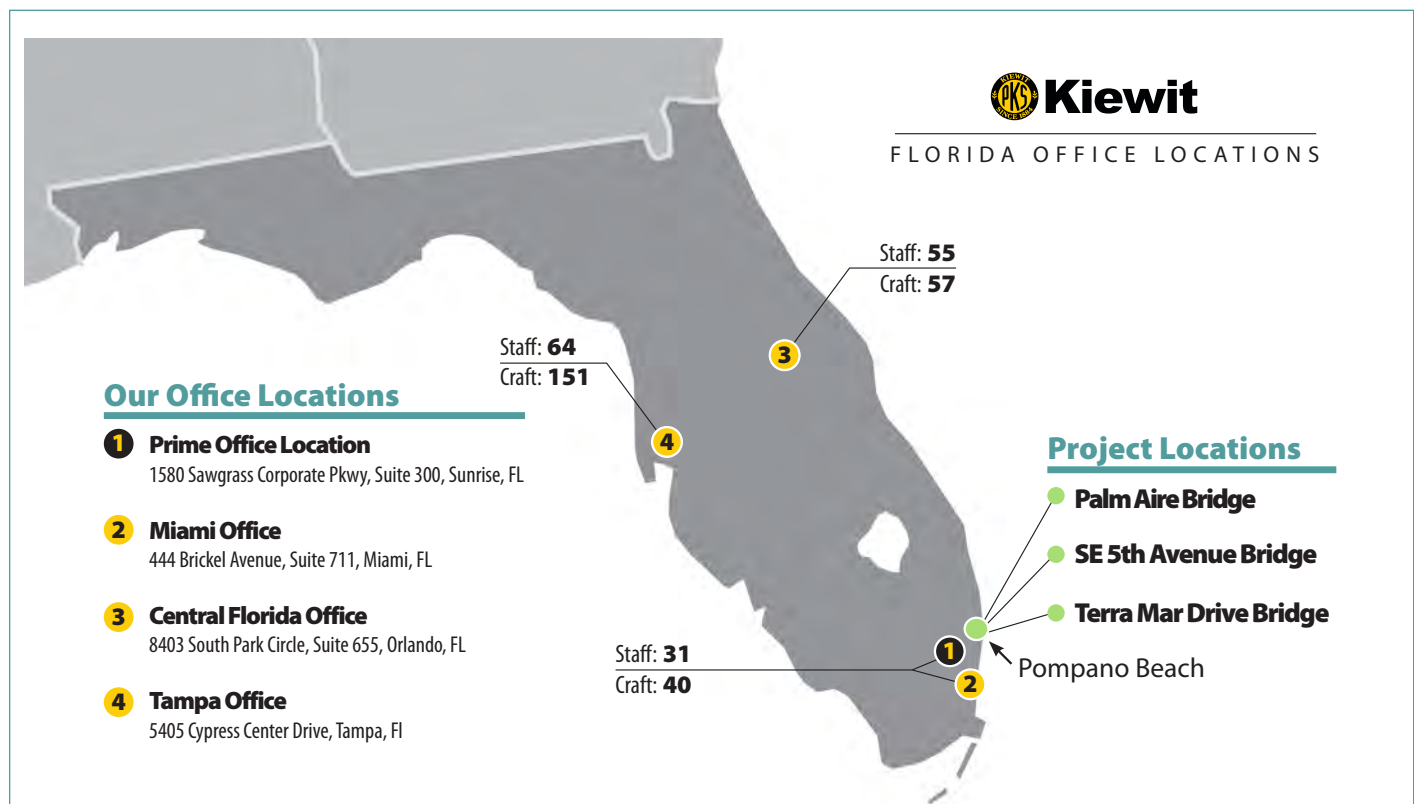
Miami Office - 444 Brickell Avenue, Suite 711, Miami, FL 33131

Central Florida Office - 8403 South Park Circle, Suite 655, Orlando, FL 32819

Tampa Office - 5405 Cypress Center Drive, Tampa, FL 33609

South Atlantic Office - 450 Dividend Drive, Peachtree City, GA 30269

Mid-Atlantic Office - 7250 Parkway Drive, Suite 310, Hanover, MD 21076



Local Businesses



Local Businesses

Completed Local Business program forms, Exhibits A-D

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

Per Question Response that was distributed on February 25, 2019, Exhibit A will be finalized once the contract is awarded and the GMP is agreed upon and executed. Please see Exhibit A on the following page.

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

Per Question Response that was distributed on February 25, 2019, Exhibit B will be finalized once the contract is awarded and the GMP is agreed upon and executed.

EXHIBIT C: LOCAL BUSINESS UNAVAILABILITY FORM

Per Question Response that was distributed on February 25, 2019, Exhibit C will be completed and submitted once the contract is awarded and the GMP is agreed upon and executed.

EXHIBIT D: GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION (2 pages)

Per Question Response that was distributed on February 25, 2019, Exhibit D will be completed and submitted once the contract is awarded and the GMP is agreed upon and executed.

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: # E-10-19, CMAR Services for Various Bridge Improvement Projects Prime Contractor's Name: Kiewit Infrastructure South Co.

<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>
DBF Construction LLC	954-892-1697	Water/Sewer/Stormwater	TBD
Stanford Construction Company / Stanford and Sons Trucking	954-783-6922	Trucking, Water/Sewer/Stormwater, Excavation, Asphalt Paving	TBD
Intercounty Engineering Inc.	954-972-9800	Water/Sewer/Stormwater	TBD
RTD Construction and Services	954-740-0554	Asphalt and Concrete Paving	TBD
Triple Nickel Paving, Inc.	954-971-0984	Excavation, Asphalt Paving, Sidewalks, Curbs Striping and Signage, Water/Sewer/Stormwater	TBD
Rapid Milling and Paving LLC	954-366-3616	Asphalt Paving	TBD
Ric Man International Inc.	954-426-1042	Water/Sewer/Stormwater	TBD
Underground Specialists Inc.	954-782-8740	Water/Sewer/Stormwater	TBD
Shenandoah General Construction	954-975-0098	Water/Sewer/Stormwater	TBD
Giannetti Contracting Corporation	954-972-8104	Excavation, Water/Sewer/Stormwater	TBD
DP Development of the Treasure Coast LLC	954-972-5086	Excavation, Water/Sewer/Stormwater, Concrete Flatwork, Excavation	TBD

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

RFQ Number E-10-19

TO: **Kiewit Infrastructure South Co.**
(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:

Per Question Response that was distributed on February 25, 2019, Letter of
Intents will be completed and submitted once the contract is awarded and the
GMP is agreed upon and executed.

February 28, 2019
(Date)

Kiewit Infrastructure South Co.
(Name of Local Business Contractor)

1580 Sawgrass Corporate Parkway, Suite 300
(address)

Sunrise FL, 33323
(address City, State Zip Code)

BY:

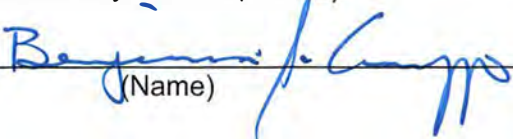

(Name)

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.)
------------------------	-------------------	--

Per Question Response that was distributed on February 25, 2019, Exhibit C will be completed
and submitted once the contract is awarded and the GMP is agreed upon and executed.

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.

Per Question Response that was distributed on February 25, 2019, Exhibit D will be completed and submitted once the contract is awarded and the GMP is agreed upon and executed.

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.

LOCAL BUSINESS EXHIBIT "D" – Page 2

Local Business

% of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. Other comments: _____

Litigation



Litigation

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

MATTER NAME	COURT NAME	PROJECT	DATE FILED	MATTER SUMMARY
Walter P. Moore and Associates, Inc. v. Kellogg Brown & Root, LLC and Stantec Consulting Services, Inc. v. ABRAMS-KIEWIT JOINT VENTURE	County Court at Law No. 6, El Paso County, Texas; 2018DCV1767	102447 Border West Expressway	8/8/2018	Third Party lawsuit by Kellogg Brown & Root, LLC and Stantec Consulting Services, Inc. seeking indemnification and alleges AKJV breached the contract in connection with the Loop 375 Border West Expressway Project in El Paso, Texas. Ongoing
ABRAMS-KIEWIT JOINT VENTURE v. Stantec Consulting Services, Inc.	District Court of Travis County, Texas, 250th Judicial District; D-1-GN-18-004199	102447 Border West Expressway	8/8/2018	Lawsuit by Abrams-Kiewit, JV against Stantec Consulting Services, Inc. alleging professional negligence and breach of contract regarding the Loop 375 Border Highway Extension Project in El Paso, Texas. Ongoing

City Forms



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.

Proposer Information Page

COMPLETE THE PROPOSER INFORMATION 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 RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-10-19, CMAR Services for Various Bridge Improvement Projects
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Benjamin J. Carnazzo Title Sr. Vice President

Company (Legal Registered) Kiewit Infrastructure South Co.

Federal Tax Identification Number 47-0530367

Address 1580 Sawgrass Corporate Pkwy, Suite 300

City/State/Zip Sunrise, FL 33323

Telephone No. 954.835.2228 Fax No. 954.835.2335

Email Address ben.carnazzo@kiewit.com

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

 X 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

 X My firm does not qualify as a Tier 2 Vendor.

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

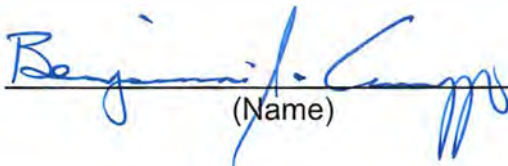
February 28, 2019

(Date)

Kiewit Infrastructure South Co.

(Name of Firm)

BY:


(Name)

Reviewed and Audited Financial Statement



Reviewed and Audited Financial Statement

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.

Confidential Financial Statements have been uploaded separately from the proposal in the eBid System.

Local Businesses

Completed Local Business program forms, Exhibits A-D

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

Per Question Response that was distributed on February 25, 2019, Exhibit A will be finalized once the contract is awarded and the GMP is agreed upon and executed. Please see Exhibit A on the following page.

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EXHIBIT D: GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION (2 pages)

Per Question Response that was distributed on February 25, 2019, Exhibit D will be completed and submitted once the contract is awarded and the GMP is agreed upon and executed.

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

RFQ Number & Title: # E-10-19, CMAR Services for Various Bridge Improvement Projects Prime Contractor's Name: Kiewit Infrastructure South Co.

<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>
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E-10-19

30

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

RFQ Number E-10-19

TO: **Kiewit Infrastructure South Co.**
(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:

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February 28, 2019
(Date)

Kiewit Infrastructure South Co.
(Name of Local Business Contractor)

1580 Sawgrass Corporate Parkway, Suite 300
(address)

Sunrise FL, 33323
(address City, State Zip Code)


BY: 
(Name)

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.

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------------------------	-------------------	--

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Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

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EXHIBIT D
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFQ # _____

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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.

LOCAL BUSINESS EXHIBIT "D" – Page 2

Local Business

% of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. Other comments: _____

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.

Proposer Information Page

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PROPOSER INFORMATION PAGE

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(number) (RFP name)

To: The City of Pompano Beach, Florida

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Proposal submitted by:

Name (printed) Benjamin J. Carnazzo Title Sr. Vice President

Company (Legal Registered) Kiewit Infrastructure South Co.

Federal Tax Identification Number 47-0530367

Address 1580 Sawgrass Corporate Pkwy, Suite 300

City/State/Zip Sunrise, FL 33323

Telephone No. 954.835.2228 Fax No. 954.835.2335

Email Address ben.carnazzo@kiewit.com

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

 X 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

 X My firm does not qualify as a Tier 2 Vendor.

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

February 28, 2019

(Date)

Kiewit Infrastructure South Co.

(Name of Firm)

BY:

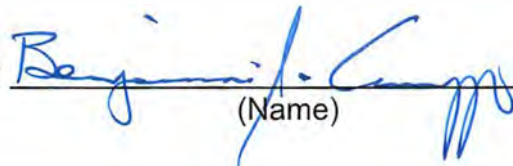

(Name)

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

* Policy to be written on a claims incurred basis

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
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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

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

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

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

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

Exhibit “C”

Project Construction Budget/Schedule of Values (GMP)

(To be provided at a later date)

Bond No. _____

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)