

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"), **Di Pompeo Construction Corporation** a Florida corporation (Construction Manager).

WITNESSETH:

That the said Construction Manager, having been awarded the Contract for the furnishing of services for the construction of the **Centennial Park Improvements** ("Project") in accordance with the **Request for Qualifications P-26-19** ("RFQ") therefore, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, incidentals and services necessary to fully complete all Work, as defined below, in accordance with all requirements of the Contract Documents, and in accordance with all applicable codes and governing regulations. The Contract Documents ("Contract Documents") consist of this Contract, the General Conditions, and the following Exhibits, all hereto attached and made a part hereof:

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

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

1.4.7 "Work" means the totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or

partially completed, and including all labor, materials, equipment, services, fees, expertise and incidentals provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations.

ARTICLE 2 CONSTRUCTION MANAGER'S BASIC SERVICES

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

2.1 The Preconstruction Phase.

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

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

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

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

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

2.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect/Engineer regarding Drawings and Specifications as they are being prepared, and

recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 ADDITIONAL SERVICES

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

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

ARTICLE 5 SCHEDULE

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

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

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

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

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

ARTICLE 6

GUARANTEED MAXIMUM PRICE

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

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

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

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

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

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

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

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

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

ARTICLE 7 PAYMENTS TO CONSTRUCTION MANAGER

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2.7 Those services set forth in Article 2.2.

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

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

7.2.10 Administration of direct tax savings purchase program.

7.2.11 All costs incurred during the guarantee period after construction.

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

ARTICLE 8 COST OF THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3 Costs not to be reimbursed include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 CHANGES IN THE WORK

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

ARTICLE 10 DISCOUNTS

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

ARTICLE 11 INSURANCE

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

ARTICLE 12 CONFLICTS

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

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

SPACE LEFT INTENTIONALLY BLANK

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

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Witnesses:

Carmen Pereira
Carmen Pereira
(Print or Type Name)

J. S. Slones
J. S. Slones
(Print or Type Name)

DI POMPEO CONSTRUCTION CORPORATION

By: [Signature]
John Di Pompeo Jr., President

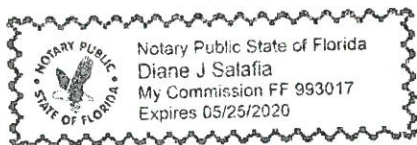


STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by John Di Pompeo as President of Di Pompeo Construction Corporation, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Diane J. Salafia
(Name of Acknowledger Typed, Printed or Stamped)

FF 993017
Commission Number

[Signature]

CITY OF POMPANO BEACH

G.O. POMPANO CENTENNIAL PARK IMPROVEMENTS PROJECT

CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

GENERAL CONDITIONS

PROJECT NO. P-26-19

GENERAL CONDITIONS GC-1 to GC-77

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GENERAL CONDITIONS

GC 1 ENTIRE AGREEMENT

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

GC 2 INDEPENDENT CONSTRUCTION MANAGER

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

GC 3 AUTHORIZED REPRESENTATIVES

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

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

GC 4 NOTICES

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

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

CONSTRUCTION MANAGER: Di Pompeo Construction Corporation
2301 NW 33rd Court, Unit #102
Pompano Beach, FL 33069
Attention: John Di Pompeo, Jr.
Email: jdipompeo@dipompeoconstruction.com

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

GC 5 LAWS AND REGULATIONS

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

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

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

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

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

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

GC 6 STANDARDS AND CODES

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

GC 7 CODE RELATED INSPECTIONS

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

GC 8 GOVERNING LAW

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

GC 9 RIGHTS AND REMEDIES

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

GC 10 COMMERCIAL ACTIVITIES

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

GC 11 COOPERATION WITH OTHERS

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

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

GC 12 FORMS AND DOCUMENTS

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

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

GC 13 PUBLIC RECORDS; PUBLICITY AND ADVERTISING

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

13.2 Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

GC 14 TAXES

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

GC 15 FEES

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

GC 16 UTILITIES

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

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

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

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

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

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S BOOKS AND RECORDS

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

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

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

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

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

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

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

GC 21 CONTRACT INTERPRETATION

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

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

GC 22 DISPUTES-WAIVER OF JURY TRIAL

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

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

GC 23 SUSPENSION

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

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

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

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

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

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

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

GC 24 DECLARATION OF DEFAULT

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

GC 25 TERMINATION FOR DEFAULT

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

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

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

C. Construction Manager fails to complete the Work within the time specified in this Contract;

D. Abandons or refuses to proceed with any or all Work, including modifications directed by Owner pursuant to change directives issued under the Contract;

E. Construction Manager fails to provide the materials or perform the services required of the Construction Manager under this Contract within the time specified in this Contract;

F. Construction Manager fails or refuses to provide sufficient, properly skilled, workmen or tradesmen;

G. Construction Manager refuses or fails to supply materials, equipment or services meeting the requirements of this Contract;

H. Construction Manager fails to make payments for materials, labor or services to subcontractors, sub-subcontractors, suppliers or materialmen of any tier in accordance with such agreements that may exist among them;

I. Construction Manager violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;

J. Construction Manager materially breaches any of the provisions of this Contract.

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

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

25.4 Upon termination for default, Construction Manager shall:

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

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

GC 26 TERMINATION FOR CONVENIENCE

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

- A. Upon receipt of any such notice, Construction Manager and its Surety shall, unless the notice requires otherwise:
 - 1. Immediately discontinue work on the date and to the extent specified in the notice;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

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

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

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

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

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

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

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

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

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

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

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

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

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

27.8 For all Changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work. Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager, and a denial of any time extension for that change in the Work. Further, upon execution by the Owner and Construction Manager of any Change Order where no time extension has been requested or granted, that Change Order shall constitute a complete waiver of all claims for damages or for any extension of time related to that work, or any work impacted by the change.

GC 28 WARRANTY

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

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

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

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

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

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

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

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

GC 29 PATENT INDEMNITY

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

loss unless such information is promptly furnished to the Architect.

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

GC 30 INDEMNITY

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

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

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

GC 31 INSURANCE

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

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

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

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

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

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

31.7 Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, Construction Manager shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by

Construction Manager or any subcontractor pursuant to the terms of this Contract, subject to the limits, terms and conditions set forth in Exhibit "B."

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

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

31.10 The Certificates of Insurance must provide clear evidence that Construction Manager's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this GC-31, in accordance with all of the limits, terms and conditions set forth in the table below; elsewhere in the contract; and/or as set forth in **RFQ P-26-19 Construction Management at Risk (CMAR) Services for Centennial Park Improvements Project**.

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

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

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

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

GC 32 SITE CONDITIONS

32.1 Construction Manager has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without

limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Contract documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

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

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

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

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

34.2 Construction Manager's access to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by Owner's employees, the public, and other separate Owner contractors. No other access points shall be allowed unless approved by the Owner, in writing. All Construction Manager traffic authorized to enter the site shall be experienced with the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the

access route as a result of its construction traffic.

GC 35 INGRESS AND EGRESS

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

GC 36 PRECONSTRUCTION CONFERENCE

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

GC 37 MEETINGS

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

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

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

GC 40 WORK AREA

40.1 All Construction Manager's Work areas on the jobsite will be assigned by Owner. Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal working

hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, provide and make its own arrangements for the use of such additional land.

GC 41 PLANT, EQUIPMENT AND FACILITIES

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

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

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

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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

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

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

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

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

GC 43 SUBSTITUTIONS

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

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

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 7 calendar days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Construction Manager must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for

specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

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

GC 44 EXPEDITING

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

GC 45 FIELD LAYOUT OF WORK

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

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

45.3 The Construction Manager shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are

destroyed during the normal course of construction shall be reestablished by the Construction Manager, and all reference ties recorded therefor shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA AND SAMPLES

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

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

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

SIGN

DATE

46.3 Drawings

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

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Construction Manager. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but one digital copy and one copy of the unfolded drawings must be transmitted to the Architect and Owner. Alternatively, Owner may accept, at its sole discretion alternate means of submission by the Construction Manager, including but not limited to electronic submittals.

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

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

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

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

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

46.4 Samples.

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

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

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

46.5 Catalogues, Data and Certificates.

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

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

GC 47 CONSTRUCTION SCHEDULE

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

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

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
3. Activities showing scheduled start and finish, late start and finish, and float.

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

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

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

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

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

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
4. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.

5. Percentage for completed and partially completed activities.

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

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

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

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

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

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

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

A. Increase construction manpower in such quantities and crafts as necessary

to eliminate the backlog of Work.

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

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

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

GC 48 RESPONSIBILITY FOR WORK SECURITY

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

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

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of

construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which insure the safety of persons on the jobsite and the general public.

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

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

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

GC51 LABOR

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

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

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

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

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

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

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

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

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

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

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

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

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

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

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

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

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

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

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

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

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

53.3 SURFACE AND SUBSURFACE WATER

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

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

53.4 EMERGENCIES

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

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

53.5 OWNER'S STANDARDS

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

GC 54 PROJECT SITE PROTECTION

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

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

GC 55 FIRE PREVENTION

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

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

GC 56 ILLUMINATION

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

GC 57 BEST MANAGEMENT PRACTICES

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

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

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

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

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

GC 58 DUST CONTROL

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

GC 59 WATER POLLUTION

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

GC 60 AIR POLLUTION

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

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

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

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

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

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

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

GC 63 TESTING

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

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

GC 64 PROGRESS

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

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

GC 65 CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

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

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

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

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

B. Specifications:

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

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

C. Manuals:

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

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

D. Endorsement:

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

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

E. Fixed Asset Equipment and Fixture Information:

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

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

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

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

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

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

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

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

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

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

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

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

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

GC 68 PROGRESS PAYMENT PROCEDURES

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

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

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

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

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

B. An Owner approved construction schedule update.

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

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

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

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

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

D. Damage to the Owner or a separate contractor;

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

F. Defective work or material is not remedied; or

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

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

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

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

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

B. Complete final cleaning of the Work.

C. Submit record documents (record drawings).

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

E. Settle liens and other claims.

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

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

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

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

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

GC 69 USE OF COMPLETED PORTIONS OF WORK

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

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

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

GC 70 ALLOWANCES AND UNIT PRICES

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

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

GC 71 SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

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

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

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

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

GC 72 FINAL INSPECTION AND ACCEPTANCE

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

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

A. Liquidated Damages, as applicable.

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

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

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

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

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

GC 75 CLEANING UP

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

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

GC 76 PROJECT SIGNS

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

GC 77 PERFORMANCE AND PAYMENT BONDS/CHAPTER 558 OPT OUT

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

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



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

G.O. POMPANO

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

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

April 16, 2019

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

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

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

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

The City will receive sealed proposals until **2:00 P.M. (local), May 16, 2019**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

RFQ P-26-19

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

1. Scope Of Services

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

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

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

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

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

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

- Prepare preliminary design reports, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates.
- Prepare required bidding and construction documents for the projects. This will include preparing surveys, design plans, supplementary contract requirements, technical specifications, and cost estimates.

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

Preconstruction:

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

Construction:

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

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

General Services:

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

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

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

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

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

Q. Construction Details

- 1. Decorative walls (structural sub-consultant)

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

R. Full access bridge installation and/or replacement services (structural, aesthetics, etc.)

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

1. Stadium bleachers
2. Shade structures
3. Decks
4. Concession buildings
5. Bathrooms
6. Playground equipment
7. Exercise equipment (static, dynamic)
8. Sports lighting
9. Community facilities (i.e., stand-alone activity centers, etc.)

T. Other

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

2. Tasks/Deliverables

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

Upon successful competitive negotiations with the selected CMAR firm, an agreement shall be prepared reflecting the agreed upon direct costs and unit prices and outlining

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

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

3. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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

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

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

3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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

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

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

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

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

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

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

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Request for Proposal (RFQ). No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.
3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1&2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.
4. **Required Proposal Submittal**

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

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

Title page:

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

Table of Contents:

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

Letter of Interest:

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

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

Please limit this section to two pages.

Technical Approach:

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

Schedule:

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

Project Team Form:

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

Organizational Chart:

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

Statement of Skills and Experience of Project Team:

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

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

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

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

Office Locations:

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

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

Litigation:

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

City Forms:

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

Reviewed and Audited Financial Statement:

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

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

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

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

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

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

5. Insurance

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

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

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

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

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

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

B. Liability Insurance.

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

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

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

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

* Policy to be written on a claims incurred basis

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

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

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

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

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

Per Occurrence Aggregate

* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY

Per Occurrence Aggregate

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

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

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

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

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

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

6. Selection/Evaluation Process

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

The Committee will rank responses based upon the following criteria. |

<u>Criteria</u>	<u>Point Range</u>
A. Prior experience of the firm with projects of similar size and complexity: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the firm d. Previous projects performed for the City 	0-30
B. Overall approach and methodology: Explain the firm's approach to the project(s) from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-15
C. Knowledge of site and local conditions: demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5
D. Firm's financial capability (an indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator, and qualification of personnel including sub consultants as well as any litigation within the past 5 years arising out of firm's performance. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects (include a <u>Letter of Commitment</u> confirming staff assigned to the project(s) will participate until the project is completed. Replacement of designated staff will require City's written approval): <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-30
E. Scheduling/Cost Control. A description of the firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the firm's ability to prevent cost overruns or change orders. Provide budget vs. actual costs for at least three (3) projects in the last 5 years. The City is seeking examples of on-time, on-budget projects.	0-20
Total	0-100

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

NOTE:

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

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

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

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

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

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

7. Hold Harmless and Indemnification

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

8. Right to Audit

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

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

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

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

9. Retention of Records and Right to Access

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

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

10. Communications

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

11. No Discrimination

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

12. Independent Contractor

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

13. Staff Assignment

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

14. Contract Terms

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

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

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

15. Waiver

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

16. Survivorship Rights

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

17. Termination

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

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

18. Manner of Performance

RFQ P-26-19

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

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

19. Acceptance Period

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

20. RFQ Conditions and Provisions

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

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

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

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

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

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

21. **Standard Provisions**

a. **Governing Law**

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

b. **Licenses**

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. **Conflict Of Interest**

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

d. **Drug Free Workplace**

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

e. **Public Entity Crimes**

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

f. **Patent Fees, Royalties, And Licenses**

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and

all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

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

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

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

j. Invoicing/Payment

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

k. Public Records

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

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

provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

22. Questions and Communication

All questions regarding the RFQ are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFQ solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. Addenda

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

24. Contractor Performance Report

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

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

PROJECT TEAM

RFQ NUMBER _____

Federal I.D.# _____

PRIME

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

SUB-CONSULTANT

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

(use attachments if necessary)

RFQ P-26-19

Exhibit – Contractor Performance Report



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

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

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

RATINGS

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

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

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

City of Pompano Beach Florida

Local Business Subcontractor Utilization Report

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

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

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

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

Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s)

during the reporting period.

- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST ^[JE4] BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

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

RFQ Number & Title: _____

Prime Contractor's Name: _____

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

RFQ P-26-19

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

RFQ Number _____

TO: _____
(Name of Prime or General Bidder)

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

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

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

(Date)

(Name of Local Business Contractor)

(address)

(address City, State Zip Code)

BY: _____
(Name)

RFQ P-26-19

EXHIBIT C
LOCAL BUSINESS UNAVAILABILITY FORM

RFQ # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

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

items to be performed in the City of Pompano Beach.

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT D
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFQ # _____

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

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

3. Did you send written notices to Local Businesses?

____ Yes ____ No

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

4. Did you advertise in local publications?

____ Yes ____ No

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

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

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

RFQ P-26-19

LOCAL BUSINESS EXHIBIT “D” – Page 2

<u>Local Business</u>	<u>% of Work</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

8. Other comments:

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



P-26-19 Addendum 2

DiPompeo Construction Corp.

Supplier Response

Event Information

Number: P-26-19 Addendum 2
Title: Construction Management At Risk (CMAR) Services for Various Park Improvement Projects
Type: Request for Qualifications
Issue Date: 4/16/2019
Deadline: 5/16/2019 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 - McNair Park Renovations (estimated construction \$9,154,800 plus \$137,322 for preconstruction services). All work is expected to be completed in one phase.
- 2 - Youth Sports Complex estimated construction \$4,691,700 plus \$70,376 for preconstruction services). Project is divided in 2 phases. Phase I includes design and construction of 50% of the proposed improvements. Funding for Phase II will be available on/or after October 1, 2021.
- 3 - Ultimate Sports Park Improvements estimated construction \$3,663,900 plus \$54,969 for preconstruction services). **Note:** this project includes design and installation of a Skate Park. The

Skate Park component may be removed from the scope and replaced with another design element, relocated to another park, and/or funded separately. The City will inform the contractor once the City Commission and staff have made a final decision. Design funds and adequate funding to construct skate park component are allocated in Phase I. Funding for construction of Phase II will be available on/or after October 1, 2021. Phase II will include construction of remaining components of the park.

- 4 - North Pompano Park Improvements estimated construction \$2,452,900 plus \$36,788 for preconstruction services). All work is expected to be completed in one phase.
- 5 - Kester Park Improvements estimated construction \$1,108,800 plus \$16,632 for preconstruction services). Phase I includes design only. Funding for construction (Phase II) will be available on/or after October 1, 2021.
- 6 - Mitchell Moore Park Improvements (estimated construction \$1,062,900 plus \$15,944 for preconstruction services). All work is expected to be completed in one phase.
- 7 - Centennial Park Improvements estimated construction \$841,500 plus \$12,623 for preconstruction services). Phase I includes design only. Funding for construction (Phase II) will be available on/or after October 1, 2021.

The City will receive sealed proposals until **2:00 P.M. (local), May 16, 2019**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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: Jill Press
Address: 1190 NE 3rd Avenue
Building C

Purchasing
Pompano Beach, FL 33060
Phone: 954 (786) 4098
Email: purchasing@copbfl.com

DiPompeo Construction Corp. Information

Address: 2301 NW 33 Court, Unit 102
 Pompano Beach, FL 33069
 Phone: (954) 917-5252
 Fax: (954) 974-4646

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 Di Pompeo Jr

Signature

mvaccaro@dipompeoconstruction.com

Email

Submitted at 5/16/2019 11:59:23 AM

Requested Attachments

Bid Proposal

Di Pompeo Proposal _ RFQ P-26-19 CMAR Various Park Improvement.pdf

Must be uploaded and attached to Response Attachment Tab

Financial Statements

Di Pompeo Construction Financial Statement 2018-2017.pdf

Must be uploaded, marked "CONFIDENTIAL" and attached to Response Attachment Tab

T1/T2 Compliance Form

Di Pompeo Tier 1 and Tier 2 Compliance Form_RFQ P-26-19.pdf

Must be uploaded and attached to Response Attachment Tab

Local Business Form A

Di Pompeo Local Business FORM A_RFQ P-26-19.pdf

Must be uploaded and attached to the Response Attachment Tab

Local Business Form B

Di Pompeo Local Business FORM B_RFQ P-26-19.pdf

Must be uploaded and attached to the Response Attachment Tab

NOTE: This form MUST be signed by an authorized representative of the Sub-Contractor in order to comply with the Local Business Program requirements

Letter of Commitment

Di Pompeo LETTER OF COMMITMENT_RFQ P-26-19.pdf

Letter of Commitment confirming staff assigned to the project(s) will participate until the project is completed.

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

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

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. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

4 Terms & Conditions

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

5 Acknowledgement of Addenda

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

6 Local Business Participation Percentage

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

7 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.

8 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

"TITLE PAGE"

Di Pompeo Construction Corporation

Request for Qualifications (RFQ) No. P-26-19

City of Pompano Beach
Attn: Jeffrey English
Purchasing Office
1190 N.E. 3rd Avenue, Building C (Front)
Pompano Beach, FL 33060

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

Date: May 16, 2019 2:00pm



PRESENTED BY:



John Di Pompeo, Jr., President
Operations Manager / Contact Person
2301 NW 33rd Court, Unit #102, Pompano Beach, FL 33069
PH: (954) 917-5252, FAX: (954) 974-4646



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 - b. Overall Approach and Methodology
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1. Project Team Form

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1. Project Management Plan
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1. Office Location(s)

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1. History of Litigation within the past five (5) years

SECTION 12 CITY FORMS

1. Proposer Information Page Form
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3. Local Business Form A (Uploaded to the Response Attachments tab in the EBid System)
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SECTION 13 REVIEWED AND AUDITED FINANCIAL STATEMENT

1. Financial Statement and References (Financial Statement uploaded to the Response Attachments tab in the EBid System)
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TAB 2

LETTER OF INTEREST

LETTER OF INTEREST



May 16, 2019

City of Pompano Beach

Purchasing Department

Attn: Jeffrey English

1190 N.E. 3rd Avenue, Building C (Front)

Pompano Beach, FL 33060

RE: RFQ No. P-26-19

Construction Management at Risk Services for Various Park Improvement Projects

Dear Selection Committee,

On behalf of **Di Pompeo Construction Corp.**, Thank You for taking the time to review our proposal for the Construction Management at Risk Services for **Various Park Improvements Projects**. Di Pompeo has been in business since 1927, when it opened in New Jersey and has been passed down for three generations. In this time we have had the opportunity to build over **25 aquatic, parks and recreational facilities** and countless municipal projects since opening in 1993 in South Florida. DiPompeo Construction has the experience, expertise and longevity to back up its claim of being one of the foremost Construction Management firms for Municipal and Recreational Facilities in South Florida.

Di Pompeo Construction Corp. is a Florida licensed Construction Manager, General Contractor and Design/Builder bonded up to \$80 million dollars and insured for any project throughout Florida. Di Pompeo Construction Corp. only constructs projects in Dade, Broward and Palm Beach Counties and our success record has allowed our company to grow to a level that gives us the ability to construct single projects up to \$40 million dollars. We are proud to say that every project has been completed on time, in budget and without a bond claim from any Owner. Di Pompeo Construction Corp. has enjoyed a long lasting relationship with Dade, Broward and Palm Beach County Commissions, Cities and School Boards and continue to perform work for them to this day.

The Di Pompeo team has successfully worked on several parks including multiple athletic facilities throughout South Florida. We are fully committed and knowledgeable in what it takes to design, construct and manage your new park improvements with the features requested in the RFQ. Our team will work with the City of Pompano Beach in developing the Various Park Improvements Projects on budget and in the time frames required.

Our Experienced Staff

Di Pompeo Construction Corp. maintains an in-house staff of 20 qualified Project Managers, Project Coordinators, Project Engineers, Superintendents and supporting office/field personnel, along with a full time Safety/Insurance Manager. Our Superintendents are CPR and 30-hour OSHA certified and are always on site for safety and quality control.



LETTER OF INTEREST

Our Commitment to Small and Minority Business Participation

CMS Construction Management Services is our Small and Minority Business Partner located in Deerfield Beach and will assist in construction management services for the Pre-Construction and Construction Phase of this project. CMS will provide support during all phases of the Pre-Construction process which will include cost estimating, value engineering, design reviews, constructability reviews, scope and cost analysis, site visit review existing conditions and scheduling. In addition, CMS will provide part-time project support by Keith Emery, owner and Project Executive during the construction phase.

Our Commitment to Local Pompano Beach Participation

Since we are a local **Pompano Beach** tax paying firm for the last 20 years, we also consider the local workforce in Pompano Beach to be an extended member of our team and we are committed to ensuring that the Local, Small and Minority Business workforce will be utilized on this project. In addition, we will ensure that the City of Pompano Beach projects, such as **the Various Park Improvement Projects**, will directly benefit the certified Local Businesses in Pompano Beach. Di Pompeo Construction Corp. has always met and/or exceeded any Municipal owner's Local, SBE/MBE/CBE expectations and will continue to do so.

Di Pompeo's vendor data base includes subcontractors ranging from small, local experienced firms, to regional offices of large, national firms, and includes many Pompano Beach certified local businesses. All of these firms are accustomed to our strict safety policies, which require weekly safety meetings, tool box talks and daily reports which resulted in our worker's comp. experience modifier rate being .90.

We thank you for the opportunity to participate in your selection process and we hope that we have confidently demonstrated that we are the right construction management team for these size projects and are looking forward to the opportunity to work with the The City of Pompano Beach on these projects.

Contact Person for Di Pompeo Construction Corporation;

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 Phone: (954) 917-5252, Fax: (954) 974-4646
 Email: jdipompeo@dipompeoconstruction.com
 Federal Tax ID No.: 65-0426294

Respectfully submitted,

DI POMPEO CONSTRUCTION CORPORATION

John Di Pompeo Jr.
 President

IS/JD



TAB 3

TECHNICAL APPROACH

OVERALL APPROACH AND METHODOLOGY

Explain the firm's approach to the project(s) from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.

Di Pompeo Construction will provide Construction Management services throughout the preconstruction and construction phases. These services will include preconstruction services, preparation and coordination of bid packages, scheduling, cost control, value engineering, constructability analysis, construction administration and all items further described below.

To accomplish a Construction Management project, DiPompeo Construction will oversee project management constructability issues, material selection evaluation vs. price, and most importantly, the safety of the public and maintaining daily business operations. We will evaluate time and cost consequences of design and construction decisions. We will advertise for bids, coordinate all construction activities, prepare subcontract scopes of work and awards and the timely purchasing of critical materials as well as long lead time items.

DiPompeo Construction, as the Construction Manager shall:

1. Assist the architect of record in the scope of the work, selection of material, selection of equipment, and value engineering. As the CMAR we will review the construction documents, existing site conditions, meet with end users to determine if any work has been performed on the site without updated as built information. We will also review the plans to check with conflicts and coordinate the plans with the MEP & civil consultant's plans.
2. Determine with the owner and architect the maximum cost of the project.
3. Determine with the owner and architect the schedule of the project.
4. Determine with the owner and architect the selection of sub-contractors based upon insurance compliance, manpower availability, bondability, past claims, reference checks, badging clearance and worker comp. modifier rates.

Our main office is located in the City of Pompano Beach, 10 minutes away from your parks and we are familiar with the areas where the projects are located. We will also encourage and reach out to local subcontractors in the Pompano Beach area so local businesses have opportunities to grow.



DiPompeo Construction has a record of successfully completing projects of similar scope on time, in budget, and without technical problems.

We have previous experience with the CITY OF POMPANO BEACH having worked on the Southwest Community Center (AKA The Herb Skolnick Community Center) project which was completed on time, in budget and with quality workmanship.

TECHNICAL APPROACH | SCHEDULING AND COST CONTROL

We have completed all Construction Management projects where there were few differences between the GMP and final cost and all projects were completed on or ahead of schedule. **We have downloaded the City's Go Bond list of projects so we have an idea of the project timelines and budgets we need to strive not to exceed.**

Our team members will be also focusing on the below listed categories for the benefit of the City of Pompano Beach during our Construction Management process.

DESIGN REVIEW

Upon 30%, 60%, 90% and 100% issuance of Construction Documents, our team with the Owner, Architect and Engineer will review with our subcontractors any time, the quality, budget and most importantly maintenance & longevity concerns. Our team with the Owner's end users will also make preside visits to review traffic, parking for construction as well as verifying utilities to serve the construction as well as sanitary pipe size and location, Electrical power supplies or if FPL will be required to provide additional power transformer and if there are existing drainage issues on the site and or there is existing drainage permit that can be modified. Upon each completion milestone of drawing issuance our team will provide comments for the Owner, Architect and Engineer to review. Key items to consider include: what items can be revised for a more economical price by value engineering without sacrificing design and quality, adjustment to the construction schedule if duration can be decreased, and to verify the selection of the most efficient product to be used in this type of project. (Cleaning, sun exposure, durability, staining, less maintenance required, ease of replacement, and ability to obtain parts as well as the City may already have a vendor that the stock parts of would rather continue utilizing, are key considerations we review.)

BUDGET ESTIMATING

The estimating staff at DiPompeo Construction has knowledge and historical data from previous City projects we have built, R.S. Means, ENR and other sources for use of construction budget estimating as well as verifying vendor and subcontractor pricing.

VALUE ENGINEERING

At Di Pompeo Construction, Value Engineering is always taken into consideration. With our database of suppliers and long term business relationships of subcontractors and vendors, we can offer the best price without sacrificing quality. Our Design and Build experience and years of construction knowledge are invaluable when trying to determine areas of the design where changes will allow for savings and the cost impact of those revisions. Our multitude of design and constructing building and sitework/civil projects definitely helps the Architect, Engineer and Owner when selecting materials vs. price. You have to know how to balance both and must remember that sometimes, "you get what you pay for", good or bad.

By involving the entire team early in the process, opportunities to reduce cost and/ or add value to the project are better identified and program requirements can be met with a tailored approach. Comprehensive end-user input early in the process is critical in establishing a realistic scope and budget and allows the design professionals to provide alternate cost effective solutions to meet the end-users and Owner needs. Value Engineering should be treated as an on-going process in which all the design assumptions and conclusions are questioned to determine if the solutions have met the program intent and the Owner's approval. A policy of "cutting fat, not muscle" should be implemented in which systems and materials are evaluated to insure that each item adds value to the project. Those items which do not meet these criteria are either deleted or modified to meet the Town's project goals and requirements of the Contract Design Documents.

TECHNICAL APPROACH | OVERALL APPROACH AND METHODOLOGY

1. **Material Recommendations:** We are skilled at finding cost savings while not jeopardizing quality. Function of constructibility, accurate pricing, material availability, material utilization, and manpower availability, all influence the cost of the project. We review and analyze the design and construction documents for cost savings derived from alternate methods and materials.
2. **Construction Techniques:** We will attend regularly scheduled design review meetings and provide option analysis and design review of all materials, systems and construction methods in order to establish the best economic feasibility for the Owner. We will provide our advice and input to the Architects and Engineers and Owner on which options and designs to follow. Our primary objective is to build each project in the shortest time frame without sacrificing quality or economy. Park Projects are easier to contain the construction in a compound type area where the new work is going up. For the public service complex the coordination effort with the Owner's end user and security protocols must be set in place without disrupting the City staff from doing their jobs. In some cases certain work would be better off scheduled for off hours work.

LIFE CYCLE COST ANALYSIS

Life Cycle Analysis validates the economic feasibility of a product or service. In the case of site or building systems, which involve equipment such as underground utilities, MEP systems, lighting, irrigation and other major components, Life Cycle Cost Analysis will be run on an approved computer software program. We will evaluate initial costs, maintenance, operating costs and the expected life of the proposed system. Accurate decisions can be made on the selection of an alternate system based on this Life Cycle Cost.

QUALITY CONTROL (DESIGN & CONSTRUCTION)

Quality begins for Di Pompeo Construction in the first meeting with the Owner, Architect, and Engineer. First, the scope of work and a budget have to be established by the Owner (we assume it is the dollar amounts on the attached Capital Improvements budget plan). Assuming the budget is adequate, Di Pompeo Construction continues to meet with the Owner and Architect or Engineer at 30%, 60% and 90% drawing completion intervals to validate the scope and pricing is still in line without sacrificing the quality of materials. Once the GMP is accepted with the quality of materials established and approved by Owner and governing permitting agencies, construction begins. Di Pompeo Construction has never had a project over budget or finish late.

CONSTRUCTIBILITY ANALYSIS

Having built numerous Construction Management, Design/Build and conventional hard bid projects specifically in South Florida since 1993, our staff and subcontractors have a firm grasp on what is realistic and practical based on current market conditions. Upon the completion of each construction document stage, a written analysis will be made and discussed with the Owner, Architect, and Engineer to arrive at a suitable price compatible with equal quality, as well as, to ensure compliance with the Construction Documents.

CHANGE ORDER NEGOTIATION

On a Di Pompeo Construction project, we always strive to have zero or minimal change orders, but we have to be realistic too, as no Architect or Engineer design perfect plans. On a Construction Management project we always encourage the Owner to carry a 10% contingency for unforeseen items that neither the Owner nor Architect/Engineer could have seen. When design errors occur we try to work them out with our subcontractors in a value engineering process or bartering system. If not successful and the Owner is obligated to fund a possible change, we then will verify all subcontractor and/or vendor costs via "R.S. Means" or our estimating historical data and verify

TECHNICAL APPROACH | OVERALL APPROACH AND METHODOLOGY

with other subcontractor and/or vendors of a similar trade or product to validate rates and/or costs comparable to the local market. Should we feel a cost is too high because of a particular subcontractor's or vendor's overhead or mark-up, we will (if approved by the Owner) self-perform a task to save the Owner money. Since all parties are in business to show a profit, we try and strive to be fair and reasonable whether we are engaged as a General Contractor, Construction Manager or Design/Builder. If the Team (Owner, Architect, Engineer and DiPompeo Construction) believes every effort has been exhausted and value engineering or bartering is not successful, then the Team must agree to award a change order which may be issued as a not to exceed with T&M tickets signed daily by our superintendent.

SELF PERFORMANCE

Di Pompeo Construction Corp. self-performs many portions of a project since we have our own equipment, tools, trucks, and field manpower. We perform concrete, earthwork, masonry, painting, carpentry and door/hardware installation. This ability enables us to expedite a project that may have extraordinary conditions as well as accurately evaluate subcontractor bids and proposals as well as not be totally dependent on a project just run by subcontractors.

Our Superintendents are CPR and OSHA certified. They are always on site to maintain safety and quality control. We also employ state-of-the-art communication devices to enable immediate communication from our site Superintendents to the Project Managers/Project Engineers, from the job site to our main office, and from our field Supervisors to the Subcontractors.

Our vendor database includes Subcontractors ranging from small, local, licensed firms to large, national firms, and includes many certified minority businesses. All of our Subcontractors are accustomed to, or are trained to adhere to, our strict OSHA compliant safety policy which requires the submission of subcontractor safety programs, material safety data sheets, tool box talks, and daily safety checklists.

Our Superintendents ensure that all revisions made during construction are recorded daily on the As-Built set of drawings. Maria Di Pompeo ensures that all Subcontractors are licensed and insured before starting work and our Project Managers follow through until all final release of liens or consent of Surety's are delivered to the Owner.

Lastly, we employ a warranty and guarantee administrator who collects and assembles all manufacturer and subcontractor warranties, operation manuals and As-Built data. These documents are then delivered to the Architect and Owner at the end of the project. Additionally, our administrator follows through on items that may arise up to one year after the Owner occupies the facility.

SUSTAINABILITY / GREEN SOLUTION GREEN AND ENVIRONMENTAL PROGRAMS AND INITIATIVES

Di Pompeo Construction has a variety of experience in designing and constructing sustainable and environmentally responsible projects. Sustainable design is the idea of attempting to balance economic, social and environmental factors by creating buildings and street/landscapes that combine the highest positive regard for the quality of life with the least consequences to the environment.

Our approach is based on using construction methods and materials which result in a project that has minimal maintenance, maximum longevity and a reduced carbon footprint. Our Engineering Consultants and Sustainable Design Consultants Design Firm, along with Di Pompeo Construction's LEED certified professionals are involved in the design phase to provide valuable information with regards to the building's systems. With Di Pompeo

TECHNICAL APPROACH | OVERALL APPROACH AND METHODOLOGY

Construction's in-house LEED certified professionals and years of "hands-on" construction knowledge available to draw upon in the development phase of a LEED or EnergyStar project, the project is certain to succeed.

Conceptual strategies will be shared and their merit discussed with the Owners early in the process for proper implementation. Some of the conceptual sustainable strategies may include:

- LEED Certification
- EnergyStar Compliance
- Building Energy Management Systems
- High Efficiency HVAC Equipment
- Thermal Barrier Reinforcement
- Utilization of low VOC Paints and adhesives
- Solar Photovoltaic Panels
- Reflective Roof Coatings
- Water Reclamation Systems
- High Efficiency Motors
- LED Lighting
- GAP Report Analysis

Upon the selection of appropriate sustainable strategies each discipline will coordinate the design intent throughout the design process with careful monitoring to be assured that the design criteria is strictly adhered to during the construction phase. It is our intention to bring sustainable strategies and methods to every Station and comply with the City's LEED requirements.

OUR QUALITY ASSURANCE PROCESS

QUALITY CONTROL (Design & Construction) BIM

Quality begins for Di Pompeo Construction in the first meeting with the Owner, Architect, and Engineer. First, the scope of work and a budget have to be established by the Owner. Assuming the budget is adequate, DiPompeo Construction continues to meet with the Owner and Architect or Engineer at 30%, 60%, 90% and 100% drawing completion intervals to validate the scope and pricing is still in line without sacrificing the quality of materials. Once the GMP is accepted with the quality of materials established and approved by Owner and governing permitting agencies, construction begins. Prior to fabrication of materials, our staff meets with the subcontractors and A/E team to review clearances, height restrictions, code violations and provide BIM research to insure all systems and equipment will fit where designed by the A/E team. Di Pompeo Construction has never had a project over budget.

QUALITY CONTROL METHODS

This Construction Quality Control Plan (CQCP) will be implemented to ensure construction procedures are performed in compliance with the plans and specifications under the contract. This CQCP will provide a means to maintain effective quality control at the site. The quality control measures as presented herein include quality control organization, methods of performing, documenting, and enforcing quality control operations of both DiPompeo and its subcontractors (including inspection and testing (that may or may not apply), inspections to be performed and protocol describing corrective actions if necessary.

Overall management of the CQCP will be the responsibility of Di Pompeo's Quality Control Manager (QCM). The QCM will have the authority to act in all construction quality control (CQC) matters and will be responsible for ensuring that all materials and work comply with the contract specifications.

The CQCP will be implemented in order to ensure compliance with the specifications for remedial action construction as detailed in the contract specifications.

Quality control measures will extend to: staffing, types of material and equipment to be used and methods of performing, documenting, and enforcing quality control operations of both the Contractor and Subcontractors (including inspection and testing).

The QCM will be responsible for ensuring that all materials and work comply with the contract specifications.

IMPLEMENTATION

The QCM will be responsible for implementing the CQC Plan by ensuring that quality materials and supplies are provided for the proposed project, and that good workmanship is provided in all aspects of this contract. The QCM will report directly to the on-site Project Manager and will complete site inspections to ensure compliance with the quality control specifications.

TECHNICAL APPROACH | OVERALL APPROACH AND METHODOLOGY

DOCUMENTING

The QCM will record project activities in a daily quality control report maintained on site at all times. All site activities and site inspections will be recorded on a daily basis, along with any unacceptable site occurrences or deficiencies and their associated corrective actions.

MOCK-UPS

The goal for any of our construction projects is to build it right the first time. Up-front planning for quality and constructibility issues will enable the team to address and resolve them before any significant impact on the project cost or schedule.

INSPECTIONS

To ensure that all construction and remedial activities comply with the project specifications, the QCM will complete, in conjunction with the subcontractors, three phases of site inspections for each feature of work. These inspections will include the following:

PHASE I -PREPARATORY INSPECTION

Preparatory inspections will be performed prior to beginning work on any definable feature of the project and will include:

- Review of submittal requirements and all other Contract requirements with the performance of the work.
- Examine the work area to ascertain that all preliminary work has been completed.
- Verify all field dimensions.
- Perform a physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all required materials and/or equipment are on hand and comply with the contract requirements.

Subsequent to the preparatory inspection and prior to commencement of work, the Contractor shall instruct each applicable worker on the level of workmanship required to meet contract specifications.

PHASE II -INITIAL INSPECTIONS

Initial phase inspections will be performed as soon as a representative portion of the particular feature of work has been accomplished. Initial inspections include, but are not limited to, examination of the quality of workmanship and identification of defective or damaged materials, omissions, and dimensional requirements.

PHASE III -FOLLOW-UP INSPECTIONS

Follow-up inspections will be performed daily as work progresses to ensure continuing compliance with contract requirements until completion of the particular feature of work.

TECHNICAL APPROACH | OVERALL APPROACH AND METHODOLOGY

INSPECTION PROCEDURES

Di Pompeo's on-site Project Manager will schedule timely, required inspections to verify compliance. Prior to having the Special inspector or the City building department come out to inspect, we inspect rebar placement, conduit installation, plumbing lines etc, all work first to ensure that the work is correctly installed as per the shop drawings and or plans.

SUBMITTALS

The QCM will follow procedures outlined in the contract documents concerning submittals.

The QCM will review submittals prior to their giving them to the Owner's Representative. This includes reviews of materials and suppliers' catalog cuts, as well as Subcontractor submittals.

DOCUMENTATION

All inspection/testing results will be recorded on the daily quality control report. Information recorded on the daily quality control report will include:

- Type of work that was addressed.
- Description of trades working on the project.
- Number of personnel.
- Weather conditions.
- Type(s) and number(s) of test(s) performed.
- Results of testing.
- Nature of defects or cause for rejection.
- Proposed corrective action(s).

Through application of CQCP, Di Pompeo will ensure that Site Safety requirements are implemented work to install these materials will be in full compliance with the contract specifications.

PROJECT CLOSEOUT

Project Closeout is the completion of the contract with final inspections, correction and acceptance of the work performed, cataloged in a logical, documented and videotaped sequence. The following list represents some of the most critical elements to obtain and submit to Owner when closing out a DiPompeo Construction project:

- Certificate of Substantial Completion
- Plans & CAD Disks of final submittals
- Approved shop drawings/material samples/shop drawing log issued
- Acceptance by Owner of all work, including punch list sign off by Architect and Engineer
- Evidence of post completion insurance requirements and finalizing any OCIP insurance programs
- Closing out of any Direct Owner Purchase tax-saving accounts
- Letter of Guaranty to Ownership
- Record "As-Built" drawings provided to design professional and Owner
- Spare parts lists

TECHNICAL APPROACH | OVERALL APPROACH AND METHODOLOGY

- Original warranties
- Attic stock
- Operation & Maintenance manuals (we video tape the demonstrator's that are showing how the equipment runs etc and we turn the video over to the City for future reference)
- Approved air/water testing & balancing report (if applicable)
- Acceptance of fire suppression system (if applicable)
- Instruction and demonstration of all mechanical/electrical systems and equipment
- Contractor's M/WBE, CBE, local subcontractor or SDBE compliance forms (if applicable)
- Change orders fully executed
- Contractor's Affidavit
- Release of Mechanic's Liens
- Final Release & Indemnity Agreement
- Consent of Surety Company to Final Payment
- Final Application for Payment
- Certificate of Occupancy
- Notice to Owner/Lien Log verified with Owner for providing final releases

TRANSITION PLANNING

Transition Planning is the process of completing a major phase or the project itself. This includes transferring the completed work and remaining project responsibilities to others, demobilizing the appropriate team members and facilities, complete document archiving, and closing out the administrative and financial processes associated with the activity, phase or the project and most importantly getting egress walks and temporary barricades removed so all businesses are not obstructed.

Transition planning begins during the planning stage of the project with the development of the "Transition Plan". The plan outlines the points in the project at which formal transition activities will take place, the requirements of the transition and the responsible organization, along with the process steps that will be taken to accomplish an efficient and effective transition. The resulting Transition Plan is an integral part of Di Pompeo Construction's project management plan and is implemented at appropriate points throughout the project and at project completion with Owner staff, inspectors, and local businesses.

Certain elements of the Transition Plan are implemented continually. Other elements can be implemented at appropriate intervals prior to the full completion of the work of the activity or phase; e.g., preparing no-longer-needed files for archiving or demobilizing staff, facilities, or equipment no longer needed for the work. All transition activities are completed before the project is deemed "complete" and before Di Pompeo Construction is released from responsibility for the project.

KNOWLEDGE OF LOCAL CONDITIONS

Knowledge of site and local conditions: demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials.

We have a dedicated group of local subcontractors and suppliers who we have worked with us for over 20 years and have the necessary manpower to complete your project on time and within budget.

Our vendor database includes Subcontractors ranging from small, local, licensed firms to large, national firms, and includes many certified minority businesses. All of our Subcontractors are accustomed to, or are trained to adhere to, our strict OSHA compliant safety policy which requires the submission of subcontractor safety programs, material safety data sheets, tool box talks, and daily safety checklists.

PROCESS FOR PRE-QUALIFYING SUBCONTRACTORS

Di Pompeo Construction will;

Check references of all Subcontractors, confirm their capability to complete the project to our and the City's standards and owner's completion schedule.

Confirm they have proper credit with their vendors and are prompt with payments to avoid lien or bond claims. Verify that all Subcontractors are properly licensed and insured, and those with large contract values over \$250,000 are bonded.

Confirm their insurance meets City's insurance minimums, have an experience modifier less than one and do not have workers comp exemptions as we do not allow that even though the state does.

SCHEDULING AND COST CONTROL

Scheduling/Cost Control. A description of the firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the firm's ability to prevent cost overruns or change orders. Provide budget vs. actual costs for at least three (3) projects in the last 5 years. The City is seeking examples of on-time, on-budget projects.

Di Pompeo Construction Corp.'s Project Managers, Superintendents, Project Engineers, Project Coordinators and Estimators utilize **Primavera Expedition Project Management Software**. This software tracks submittals, requests for information, change orders, meeting minutes and all other forms of construction correspondence. We strongly believe in this program because all project team members, as well as the Owner, can visualize potential problems, delays or accountabilities in an easy-to-identify reporting system. We find Primavera to be a powerful document control system and an essential management tool. In conjunction with Primavera Expedition, our Project Managers, Superintendents, Project Engineers and Estimators utilize **Primavera's P6 and SureTrak project scheduling software**. This software has proven to be a vital tool that allows all parties to monitor the progress of the work as well as provide a plan of attack for completing our projects on time.

Each Project Manager, Project Engineer, Estimator and Superintendent involved on any one of Di Pompeo Construction's projects is not only involved with weekly schedule updates, but is also involved from the onset of assembling the baseline schedule. We additionally seek input from every source as it relates to crew loading, component fabrication, delivery and site conditions. We also incorporate any FF&E items that the Owner is supplying to insure materials/equipment are not tardy or too early, which may result in paying storage fees. In each Owner meeting, Di Pompeo Construction reviews the schedule with the Architect, Engineer, Owner and with the major subcontractors, to be sure all critical path items are on target, discuss any possible delay impacts and reallocate any float time.

For financial control of each project, we utilize the software **Sage 300 Construction and Real Estate (formerly Timberline)**. Easy-to-read status reports can be produced at any time, in short-form, or to three levels of detail. Material, labor, equipment, and subcontractor costs are tracked by cost codes. These cost codes are labeled by the Superintendent and Project Managers and they are printed daily or weekly for management to compare against the budget of each job in progress. Change orders, requisitions, back charges, commitments and budgets are maintained by our accounting and project coordinators department to assist the Project Managers.

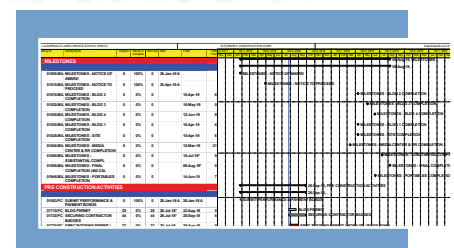


Primavera Expedition is one of the most comprehensive commercial construction platform for the industry to communicate and collaborate, by creating and sharing contract documents, posting updates and monitoring performance.

Sage 300 Construction and Real Estate



Sage 300 Construction and Real Estate is the most widely-used construction management software in the industry. Sage 300 is the most complete solution for managing the entire project with confidence, precision, and efficiency.



Primavera P6 Software & SureTrak are two of the most powerful and comprehensive project management tools available on the market today to better facilitate the planning process by using graphical tools and techniques in an interactive fashion to create a consensus plan.

TECHNICAL APPROACH | SCHEDULING AND COST CONTROL

OUR ABILITY TO HOLD ORIGINAL SCHEDULES AND BUDGETS

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.

Project Name		Original Completion	Actual Completion	Original Cost	Actual Cost
1	South Side Cultural Arts Community Center/South Side School (Historic Restoration), Fort Lauderdale, FL (Major Owner change orders adding new roof, water proofing and upgraded finishes)	August 2017	December 2017	\$2,847,117	\$3,536,000
2	Bunche Park and Frederick Douglass Elementary Schools, Miami, FL	Jan 2018	March 2018 (two phases)	\$13,800,000	\$14,377,000
3	Southwest Miami High Vocational Center, Miami, FL	September 2012	August 2012	\$6,097,000	\$6,516,495
4	Highlands Park Community Center, Deerfield Beach, FL	April 2015	March 2015	\$1,102,000	\$1,144,460
5	Broward County Judicial Center East Wing Mitigation and Re-Roofing, Fort Lauderdale, FL	May 2016	May 2016	\$1,482,000	\$1,510,000
6	Broward County Parks and Engineering Department Annual Contract for Various Park Improvement Projects	August 2014	August 2014	\$4,000,000	\$2,334,085
7	St. Paul Parish Hall Expansion/Renovation	February 2019	February 2019	\$2,100,000	\$1,881,000

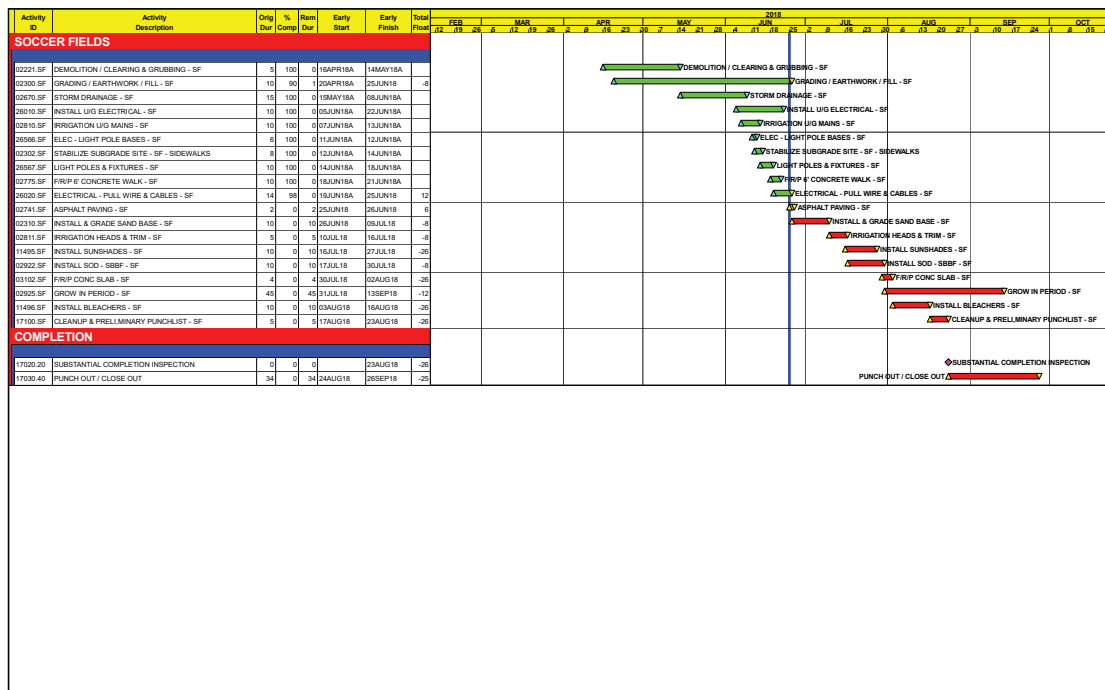
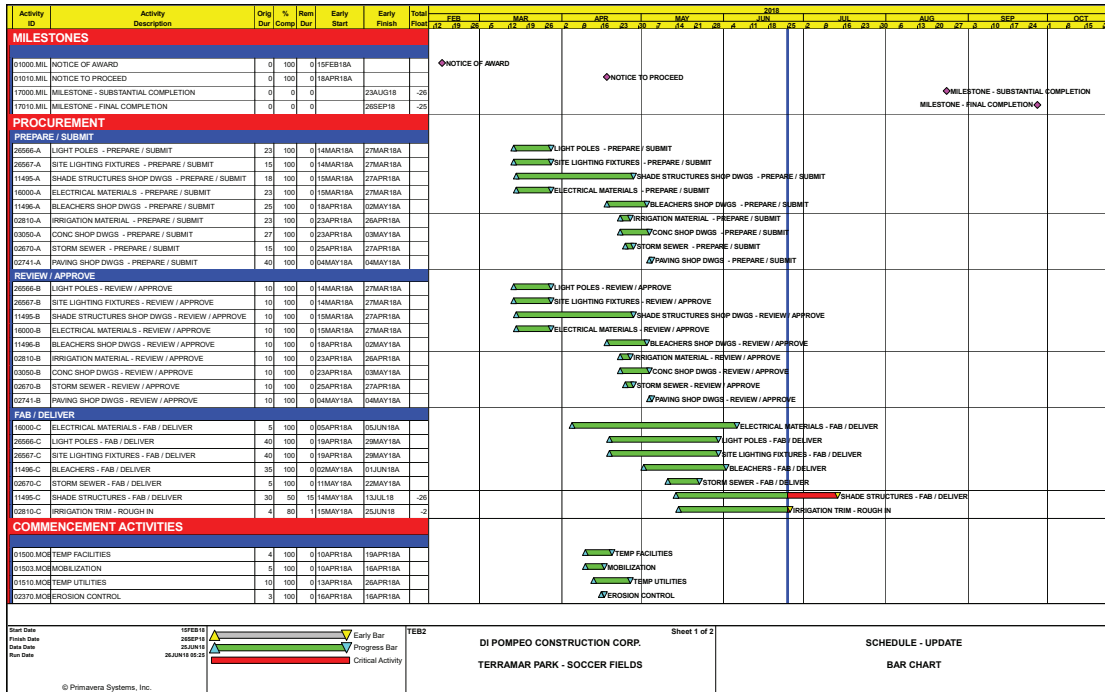
Final completion dates are in accordance with the contract as time extensions. Time extensions were approved by the owner due to changes in scope of work.

TECHNICAL APPROACH | SCHEDULING AND COST CONTROL

CONSTRUCTION SCHEDULING

Our Project Managers, Superintendents, Project Engineers and Estimators utilize Primavera's P6 and SureTrak.










SAMPLE CPM SCHEDULES WHICH ILLUSTRATE SCHEDULING CAPABILITIES







































TAB 4

PROJECT SCHEDULES






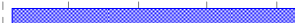















DIPOMPEO CONSTRUCTION CORP.			MCNAIR PARK RENOVATIONS TENTATIVE SCHEDULE																																
ID		Task Name	Duration	Start	Finish	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
1		McNair Park Renovations PROJECT- 561 WORK DAYS (783 Consecutive days)	561 days	Mon 8/5/19	Mon 9/27/21																														
2		Design Phase - 179 WORK DAYS (248 Consecutive days)	179 days	Mon 8/5/19	Thu 4/9/20																														
3		Receive notice to proceed and sign contract	3 days	Mon 8/5/19	Wed 8/7/19																														
4		Submit bond and insurance documents	3 days	Wed 8/7/19	Fri 8/9/19																														
5		Prepare and submit project schedule	3 days	Mon 9/9/19	Wed 9/11/19																														
6		Prepare and submit schedule of values	3 days	Thu 9/19/19	Mon 9/23/19																														
7		Start Design -	75 days	Mon 8/5/19	Fri 11/15/19																														
8		Start design; Architectural, Civil, Mechanical, Plumbing, Structural, Electric, Landscaping	45 days	Thu 8/8/19	Wed 10/9/19																														
9		Submit Design To DRC - consecutive days	5 days	Thu 10/10/19	Wed 10/16/19																														
10		Owner drawing review (all disciplines)	5 days	Thu 10/10/19	Wed 10/16/19																														
11		Owner drawing certification (all disciplines)	10 days	Thu 10/10/19	Wed 10/23/19																														
12		Cross discipline engineering review	10 days	Thu 10/10/19	Wed 10/23/19																														
13		Complete Design	58 days	Mon 10/28/19	Wed 1/15/20																														
14		Complete design;Architectural, Civil, Mechanical, Plumbing, Structural, Electric, Landscaping	18 days	Mon 10/28/19	Wed 11/20/19																														
15		Issue plans for vendor & Sub bidding	40 days	Thu 11/21/19	Wed 1/15/20																														
16		Design Phase Completion	61 days	Thu 1/16/20	Thu 4/9/20																														
17		DRC APPROVAL	5 days	Thu 1/16/20	Wed 1/22/20																														
18		Check and redraft drawings and lists (all disciplines)	5 days	Thu 1/23/20	Wed 1/29/20																														
19		Produce permit drawings and code compliance calculations (all disciplines)	10 days	Thu 1/30/20	Wed 2/12/20																														
20		Issue plans for permitting, 60 Consecutive days	40 days	Thu 2/13/20	Wed 4/8/20																														
21		Permitting SFWMD - Surface Water / Drainage	40 days	Thu 2/13/20	Wed 4/8/20																														
22		Permitting Health Dept. - Water main & Splash Pad	40 days	Thu 2/13/20	Wed 4/8/20																														
23		Permitting - Wastewater / Sewer	40 days	Thu 2/13/20	Wed 4/8/20																														
24		Permitting SWPP	41 days	Thu 2/13/20	Thu 4/9/20																														
25		Construction Phase - 382 WORK DAYS (535 Consecutive days)	382 days	Fri 4/10/20	Mon 9/27/21																														
26		Long Lead Procurement	10 days	Fri 4/10/20	Thu 4/23/20																														
27		Submit shop drawings & order long lead items - joist / light gauge metal trusses (roof)	2 wks	Fri 4/10/20	Thu 4/23/20																														
28		Submit shop drawings and order long lead items - roofing	2 wks	Fri 4/10/20	Thu 4/23/20																														
29		Submit shop drawings and order long lead items - plumbing	2 wks	Fri 4/10/20	Thu 4/23/20																														
30		Submit shop drawings and order long lead items - electric	2 wks	Fri 4/10/20	Thu 4/23/20																														
31		Submit shop drawings and order long lead items - HVAC	2 wks	Fri 4/10/20	Thu 4/23/20																														
32		Mobilize on Site	23 days	Fri 4/10/20	Tue 5/12/20																														
33		Install temporary power	3 days	Fri 4/10/20	Tue 4/14/20																														
34		Install temporary water service	3 days	Fri 4/10/20	Tue 4/14/20																														
35		Set up site office	5 days	Wed 4/15/20	Tue 4/21/20																														
36		Set line and grade benchmarks	5 days	Wed 4/22/20	Tue 4/28/20																														

[illegible]

DIPOMPEO CONSTRUCTION CORP.																									NORTH POMPARO PARK TENTATIVE SCHEDULE											
ID		Task Name	Duration	Start	Finish	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July						
1		NORTH POMPARO PARK IMPROVEMENTS PROJECT																																		
2		Design Phase - 80 WORK DAYS (110 Consecutive days)	80 days	Mon 8/5/19	Fri 11/22/19																															
3		Receive notice to proceed and sign contract	3 days	Mon 8/5/19	Wed 8/7/19																															
4		Submit bond and insurance documents	3 days	Thu 8/8/19	Mon 8/12/19																															
5		Prepare and submit project schedule	3 days	Mon 8/5/19	Wed 8/7/19																															
6		Prepare and submit schedule of values	7 days	Mon 8/5/19	Tue 8/13/19																															
7		Start Design -	60 days	Mon 8/12/19	Fri 11/1/19																															
8		Start design; Architectural, Civil, Structural, Electric, Landscaping	40 days	Mon 8/12/19	Fri 10/4/19																															
9		Submit Design To DRC - consecutive days	5 days	Mon 10/7/19	Fri 10/11/19																															
10		Owner drawing review (all disciplines)	5 days	Mon 10/7/19	Fri 10/11/19																															
11		Owner drawing certification (all disciplines)	10 days	Mon 10/7/19	Fri 10/18/19																															
12		Cross discipline engineering review	10 days	Mon 10/7/19	Fri 10/18/19																															
13		Complete Design	10 days	Mon 10/21/19	Fri 11/1/19																															
14		Complete design;Architectural, Civil, Plumbing (Irrigation), Structural, Electric, Landscaping	10 days	Mon 10/21/19	Fri 11/1/19																															
15		Issue plans for vendor & Sub bidding	21 days	Mon 11/4/19	Mon 12/2/19																															
16		Design Phase Completion	15 days	Fri 11/1/19	Thu 11/21/19																															
17		DRC APPROVAL	5 days	Mon 11/4/19	Fri 11/8/19																															
18		Check and redraft drawings and lists (all disciplines)	5 days	Mon 11/11/19	Fri 11/15/19																															
19		Produce permit drawings and code compliance calculations (all disciplines)	5 days	Mon 11/18/19	Fri 11/22/19																															
20		Permitting SFWMD - Surface Water / Drainage If required	45 days	Mon 11/18/19	Fri 1/17/20																															
21		Permitting SWPP	45 days	Mon 11/18/19	Fri 1/17/20																															
22		Construction Phase - 100 WORK DAYS (140 Consecutive days)	100 days	Mon 1/20/20	Fri 6/5/20																															
23		Issue NTP	1 day	Mon 1/20/20	Mon 1/20/20																															
24		Mobilize on Site	11 days	Tue 1/21/20	Tue 2/4/20																															
25		Install temporary power	3 days	Tue 1/21/20	Thu 1/23/20																															
26		Install temporary water service	3 days	Tue 1/21/20	Thu 1/23/20																															
27		Set up site office	3 days	Fri 1/24/20	Tue 1/28/20																															
28		Set line and grade benchmarks	2 days	Wed 1/29/20	Thu 1/30/20																															
Project: NORTH POMPARO PARK Date: Wed 5/15/19		Task		Project Summary		Inactive Milestone		Duration-only		Finish-only		Deadline																								
		Split		External Tasks		Inactive Milestone		Manual Summary Rollup		External Tasks		External Milestone																								
		Milestone		External Milestone		Inactive Summary		Manual Summary		External Milestone		External Milestone																								
		Summary		Inactive Task		Manual Task		Start-only		Progress		Progress																								
													Page 1																							

DIPOMPEO CONSTRUCTION CORP.

NORTH POMPANO PARK TENTATIVE SCHEDULE

ID		Task Name	Duration	Start	Finish	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July
29		Prepare site - lay down yard and temporary fencing	3 days	Fri 1/31/20	Tue 2/4/20																									
30		Clearing , Site Grading and Utilities	90 days	Wed 2/5/20	Tue 6/9/20																									
31		Fields	90 days	Wed 2/5/20	Tue 6/9/20																									
32		Upgrade football/soccer fields	90 days	Wed 2/5/20	Tue 6/9/20																									
33		Upgrades to playground / park	90 days	Wed 2/5/20	Tue 6/9/20																									
34		Upgrade park & Playground - RFP not specific with scope of work	90 days	Wed 2/5/20	Tue 6/9/20																									
35		Complete Final Inspections	9 days	Wed 6/10/20	Mon 6/22/20																									
36		Perform local building agency inspection	2 days	Wed 6/10/20	Thu 6/11/20																									
37		Perform Fire Marshal's inspection (Bleachers)	2 days	Wed 6/10/20	Thu 6/11/20																									
38		Complete punch list items from all inspections	5 days	Fri 6/12/20	Thu 6/18/20																									
39		Obtain certificate of completion	2 days	Fri 6/19/20	Mon 6/22/20																									
40		Issue final completion documents including warranties	2 days	Fri 6/19/20	Mon 6/22/20																									
41		Issue final request for payment	2 days	Tue 6/23/20	Wed 6/24/20																									


Project: NORTH POMPANO PARK
Date: Wed 5/15/19


Task


Split


Milestone

Summary











Project Summary


External Tasks


External Milestone

Inactive Task











Inactive Milestone


Inactive Milestone


Inactive Summary

Manual Task











Duration-only


Manual Summary Rollup


Manual Summary

Start-only











Finish-only


External Tasks


External Milestone

Progress










Deadline











External Tasks

External Milestone

Progress



[illegible]

DIPOMPEO CONSTRUCTION CORP.					MITCHELL MOORE PARK TENTATIVE SCHEDULE																									
ID		Task Name	Duration	Start	Finish	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July
1		MITCHELL MOORE PARK IMPROVEMENTS PROJECT																												
2		Design Phase - 80 WORK DAYS (110 Consecutive days)	80 days	Mon 8/5/19	Fri 11/22/19																									
3		Receive notice to proceed and sign contract	3 days	Mon 8/5/19	Wed 8/7/19																									
4		Submit bond and insurance documents	3 days	Wed 8/7/19	Fri 8/9/19																									
5		Prepare and submit project schedule	3 days	Mon 8/12/19	Wed 8/14/19																									
6		Prepare and submit schedule of values	7 days	Thu 8/15/19	Fri 8/23/19																									
7		Start Design -	60 days	Thu 8/8/19	Wed 10/30/19																									
8		Start design; Architectural, Civil, Structural, Electric, Landscaping	40 days	Thu 8/8/19	Wed 10/2/19																									
9		Submit Design To DRC - consecutive days	5 days	Thu 10/3/19	Wed 10/9/19																									
10		Owner drawing review (all disciplines)	5 days	Thu 10/3/19	Wed 10/9/19																									
11		Owner drawing certification (all disciplines)	10 days	Thu 10/3/19	Wed 10/16/19																									
12		Cross discipline engineering review	10 days	Thu 10/3/19	Wed 10/16/19																									
13		Complete Design	10 days	Thu 10/17/19	Wed 10/30/19																									
14		Complete design;Architectural, Civil, Plumbing (Irrigation), Structural, Electric, Landscaping	10 days	Thu 10/17/19	Wed 10/30/19																									
15		Issue plans for vendor & Sub bidding	15 days	Thu 10/31/19	Wed 11/20/19																									
16		Design Phase Completion	15 days	Thu 10/31/19	Wed 11/20/19																									
17		DRC APPROVAL	5 days	Thu 10/31/19	Wed 11/6/19																									
18		Check and redraft drawings and lists (all disciplines)	5 days	Thu 11/7/19	Wed 11/13/19																									
19		Produce permit drawings and code compliance calculations (all disciplines)	5 days	Thu 11/14/19	Wed 11/20/19																									
20		Permitting SFWMD - Surface Water / Drainage If required	45 days	Thu 11/21/19	Wed 1/22/20																									
21		Permitting SWPP	45 days	Thu 11/21/19	Wed 1/22/20																									
22		Construction Phase - 82 WORK DAYS (114 Consecutive days)	82 days	Wed 1/22/20	Thu 5/14/20																									
23		Issue NTP	1 day	Wed 1/22/20	Wed 1/22/20																									
24		Mobilize on Site	11 days	Thu 1/23/20	Thu 2/6/20																									
25		Install temporary power	3 days	Thu 1/23/20	Mon 1/27/20																									
26		Install temporary water service	3 days	Thu 1/23/20	Mon 1/27/20																									
27		Set up site office	3 days	Tue 1/28/20	Thu 1/30/20																									
28		Set line and grade benchmarks	2 days	Fri 1/31/20	Mon 2/3/20																									


Project: MITCHELL MOORE PARK
Date: Thu 5/16/19


Task


Split


Milestone

Summary











Project Summary


External Tasks


External Milestone

Inactive Task











Inactive Milestone


Inactive Milestone


Inactive Summary

Manual Task











Duration-only


Manual Summary Rollup


Manual Summary

Start-only











Finish-only


External Tasks


External Milestone

Progress










Deadline

External Tasks

External Milestone



Page 1



TAB 5

PROJECT TEAM FORM

PROJECT TEAM FORM

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

PROJECT TEAMRFQ NUMBER P-26-19Federal I.D.# 65-0426294**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>John Di Pompeo Jr., Operations Manager</u>	<u>33</u>	<u>(see Tab 8)</u>
Project Manager	<u>Jon Shambo, VP of Operations & Sr. PM</u>	<u>43</u>	<u>(see Tab 8)</u>
Asst. Project Manager	<u>(see attachment)</u>	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>	<u></u>

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>(see attachment)</u>	<u></u>
	<u></u>	<u></u>
Landscaping	<u></u>	<u></u>
	<u></u>	<u></u>
Engineering	<u></u>	<u></u>
	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
	<u></u>	<u></u>

(use attachments if necessary)

RFQ P-26-19

PROJECT TEAM FORM

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

PROJECT TEAMRFQ NUMBER P-26-19

Federal I.D.# 65-0426294

ATTACHMENT**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education Degrees
Other Key Member	Steve Westervelt, Sitework Project Manager	45	(see Tab 8)
Other Key Member	Bruce Byrnes, Chief Estimator	40	(see Tab 8)
Other Key Member	Bob Starling, Superintendent	27	(see Tab 8)
Other Key Member	Richard Holtfreter, Superintendent	27	(see Tab 8)
Other Key Member	Paul Logiudice, Superintendent	32	(see Tab 9)
Other Key Member	Frank Eaton, Superintendent	20	(see Tab 8)
Other Key Member	Carrie Pereira, Senior Project Coordinator	22	(see Tab 8)
Other Key Member	Daniel Kelly, Assistant Project Manager	15	(see Tab 8)
Other Key Member	Administrator	20	(see Tab 8)
Other Key Member	Maria Di Pompeo Vaccaro, Insurance & Safety Director	16	(see Tab 8)
Other Key Member	Danny Bonilla, Accounting Manager	30	(see Tab 8)

SUB-CONSULTANT

Other Key Member	CMS Construction Management (Cost Control, Estimating, Scheduling) Keith Emery, President 33441
Other Key Member	East Coast Testing (Testing) 1900 NW 33rd St STE #4, Pompano Beach, FL 33064 Craig Smith, President
Other Key Member	Accurate Land Surveyors (Surveying) 1150 E Atlantic Blvd, Pompano Beach, FL 33060 Robert L. Thompson



TAB 6

ORGANIZATIONAL CHART

PROJECT MANAGEMENT PLAN

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.

PROJECT ORGANIZATION & STAFF ASSIGNED TO PROJECT (See Tab 8 for Staff assigned to the project)

Di Pompeo's key personnel assigned to this project will possess a broad range of remedial action experience and skills. They will have experience in dealing, and be familiar with, the requirements of day-to-day work under this contract.

The functional responsibilities of key technical personnel are summarized as follows:

HOME OFFICE PERSONNEL

President and Chief Executive Officer (John Di Pompeo Jr.)

Di Pompeo's President and Operations Manager will ultimately be responsible for the project's success. He will provide the required resources to ensure that the project is successfully executed. He will be kept informed of the project's progress and maintain that the project is meeting its goals. Mr. Di Pompeo will resolve problems that cannot be easily resolved by our VP of Operations/Senior Project Manager, Jon Shambo, Steve Westervelt our Site Work Project Manager, our Superintendents, Bob Starling, Frank Eaton, Paul Logiudice, or Richard Holtfreter.

Safety Manager (Maria Di Pompeo)

Regarding safety and occupational health, Di Pompeo will:

- Maintain overall site safety for the project.
- Be responsible for assigning site safety responsibilities.
- Ensure that all activities are carried out in compliance with the site specific safety plan.

Di Pompeo's Safety Manager will be responsible for the preparation, implementation, and enforcement of the site-specific Safety Plan. She will observe the administration of this plan, and make any necessary modifications to the program. The Safety Manager will be responsible for the implementation of the approved Site Safety Plan, including conducting required safety inspections, safety briefings, and reports of safety-related activities.

FIELD PERSONNEL

On-site Superintendents (Bob Starling, Richard Holtfreter, Frank Eaton and Paul Logiudice) (for 2-4 Parks as City may request)

Di Pompeo's on-site Project Superintendent, will be the primary contact person at the site with whom City's Representatives will interact with on a daily basis under this contract as well as our Vice President and Senior Project Manager, Jon Shambo, or Site Work Project Manager Steve Westervelt.

ORGANIZATIONAL CHART | PROJECT STAFF

Di Pompeo's Senior Project Manager will ensure that:

- Appropriate resources are allocated to the project.
- All tasks are conducted in accordance with the site safety and project design specifications and the City's RFQ.

Di Pompeo's field personnel will rely on home office support throughout the course of the project. Di Pompeo's Senior Project Manager will become and remain personally involved until each problem is resolved and appropriate corrective measures are implemented.

Project Management (Jon Shambo, Steve Westervelt)

Our Project Manager is responsible for implementation and support of Di Pompeo's CQCP and will oversee all aspects of work under this contract for remediation at the site, including:

- Qualified vendor and subcontractor resources are assigned to the project and balanced to ensure timelines are aligned with project needs.
- The Site is maintained and secure.
- Subcontractor coordination.
- Acting as site liaison between Di Pompeo Construction Corp. and the City.
- Maintaining charge of all field operations.

Quality Control Manager (QCM) (Robert Starling)

The Quality Control Manager will report directly to Jon Shambo our Senior Project Manager and our Superintendents with matters concerning quality control. He will have both the authority and the duty to halt any operation appearing to be out of compliance with contract specifications. The QCM is responsible for keeping and maintaining all records related to personnel, supplies, equipment use. His function will be to ensure compliance with the contract plans and specifications.

QCM responsibilities will include:

- Performing and documenting field inspections.
- Preparing daily Quality Control Reports.
- Scheduling, reviewing, certifying, and managing project submittals.
- Maintaining the Submittal Register.
- Providing coordination of required quality control testing, reviewing results, and submitting.
- Coordinating, documenting, and tracking preparatory, initial, and follow-up inspections.
- Tracking construction deficiencies and ensuring timely corrective action.
- Serving as main point of contact for Owner's questions and discussions on quality and technical issues.



Di Pompeo
Construction Corporation
 CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

PROPOSED PROJECT TEAM MEMBERS

John Di Pompeo Jr. – Operations Manager

Oversees entire project and will be the City of Pompano Beach first contact.
 Time involved: 25%

Jon Shambo – V.P. of Operations and Senior Project Manager

Supervises Project Managers and jobsite Superintendent(s) and will be the City of Pompano Beach second contact.
 Time involved: 50%

Steve Westervelt - Site Work Project Manager

Handles all subcontractor issues contracts, RFI's, submittals, cost evaluations, bids/pricing with CMS and our chief estimator.
 Time involved: 100%

Daniel Kelly – Assistant Project Manager

Support Project Managers and Superintendents with submittals, RFI's and documentation the City of Pompano Beach will require.
 Time involved: 100%

Carrie Pereira – Senior Project Coordinator

Coordinator between Subcontractors and our main office and assists Project Manager and On-Site Superintendent with document control and reporting to the City of Pompano Beach.
 Time involved: 100%

Superintendent(s): Robert Starling, Richard E. Holtfreter, Paul Logiudice and Frank Eaton

Oversees all jobsite activities including safety, material deliveries, Scheduling work and documentation requested by the City of Pompano Beach.
 Time involved: 100%

Bruce Byrnes – Chief Estimator &

Diane Salafia – Estimating Administrator

Provide all cost evaluations of subcontractor numbers and cost comparison with marketplace in cooperation with CMS.
 Time Involved: 100%

Maria DiPompeo – Insurance and Safety Director

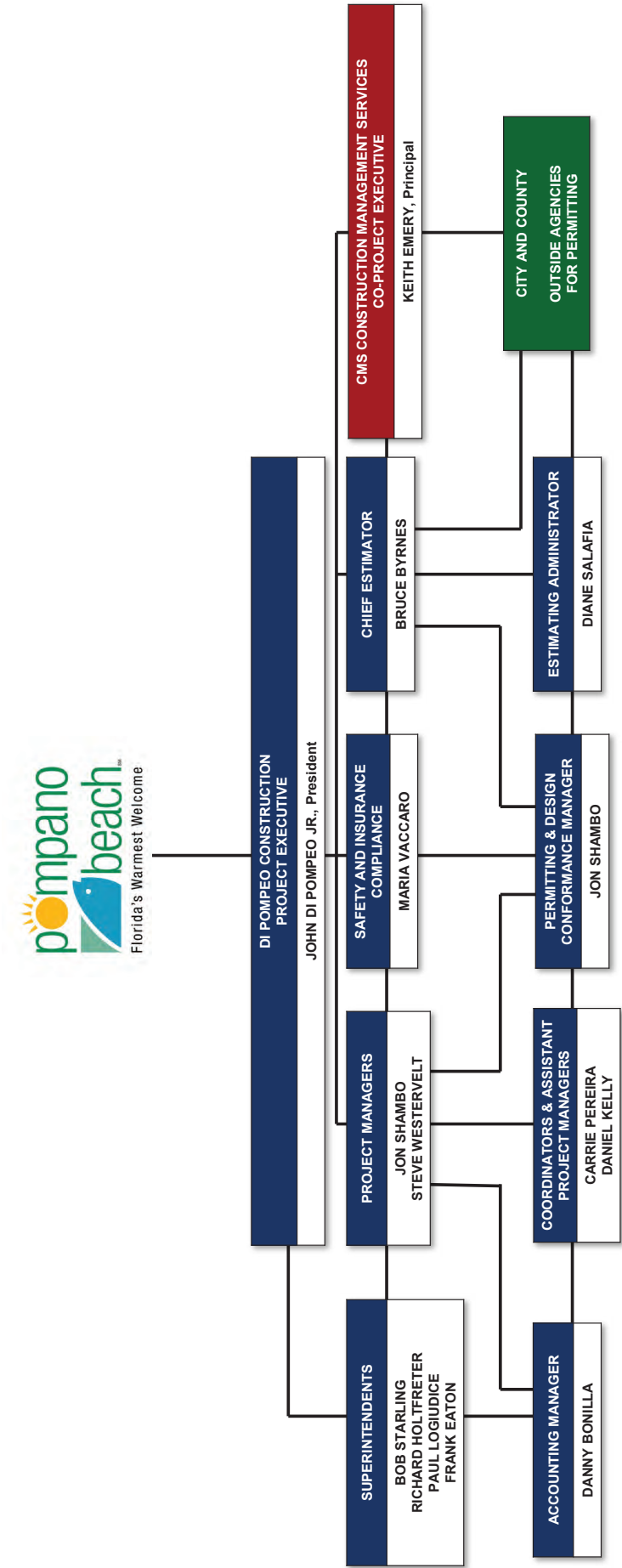
Obtains all insurance and licenses of all subcontractors and vendors and enforces safety on a daily basis with each Superintendent.
 Time involved: 25%

Danny Bonilla – Accounting Manager

Provides all accounting needs from Notice to Owner, processing pay applications, obtaining Release of Liens, payroll and Timberline program reports for the City of Pompano Beach.
 Time involved: 25%

PROJECT TEAM ORGANIZATIONAL CHART

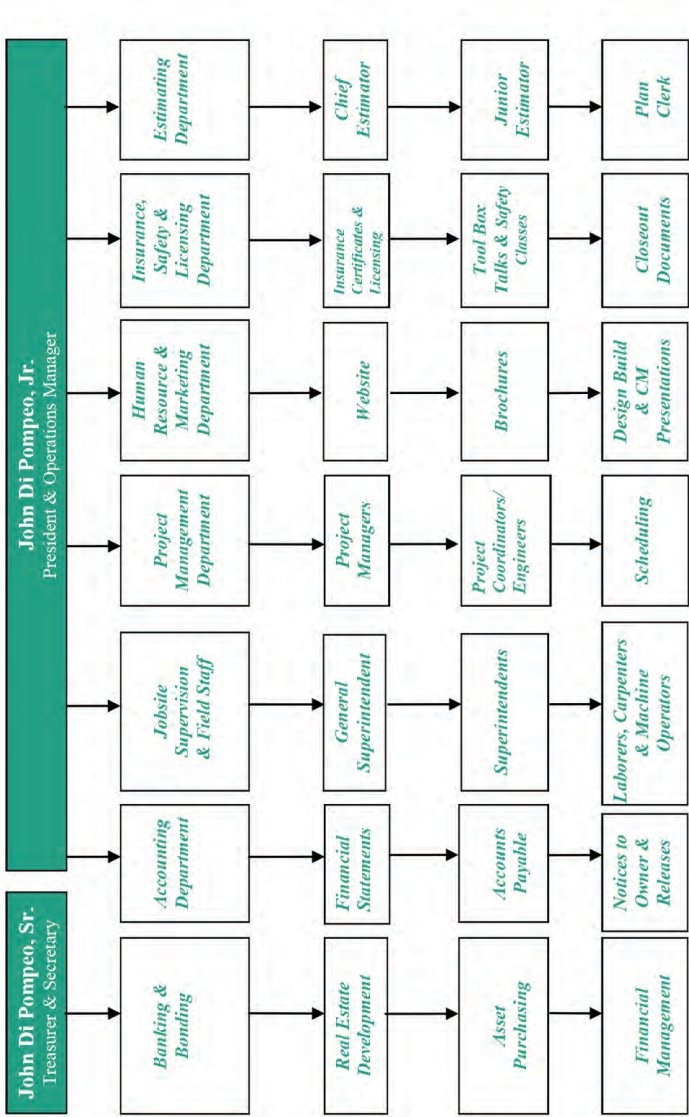
CONSTRUCTION MANAGEMENT TEAM ORGANIZATIONAL CHART



PROJECT TEAM ORGANIZATIONAL CHART



General Contractor • Design Builder • Construction Manager



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2301 N. W. 33rd Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646





TAB 7

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

STATEMENT OF SKILLS AND EXPERIENCE OF TEAM | LICENSES AND CERTIFICATIONS



Di Pompeo
Construction Corporation
 CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

Firm Profile

The Di Pompeo Family is celebrating over 85 years in the construction business, having originated in 1927 in New Jersey. Joseph Di Pompeo started the company and named it “Joseph Di Pompeo & Sons Builders and Contractors.” At that time, it was a private home builder and industrial contracting firm. The second generation of “Joseph Di Pompeo & Sons Builders and Contractors” began in 1960, when John Di Pompeo Sr. took over. With his two brothers, they expanded the business to private commercial and industrial work in the Northeast, including Pennsylvania, Connecticut, New York State, and Virginia. Approximately seventy percent of their work was performed in Manhattan.

In 1986 John Di Pompeo, Jr. graduated from Purdue University’s Construction Management program and obtained his Florida General Contractor’s license. In 1993, John Di Pompeo, Jr. opened Di Pompeo Construction Corp. in South Florida. Since 1993, Di Pompeo Construction Corp. has successfully completed many Florida general purpose parks, municipal facilities, private and public school, commercial office buildings, fire stations, aquatic facilities, police stations, banks, homeless facilities, community centers and gathering halls, warehouses, retail strip centers, historic restorations, healthcare facilities, food processing and hotel/hospitality buildings.

Di Pompeo Construction Corp.’s office is located in **Pompano Beach** and we predominantly perform work on the South East coast of Florida, from Dade County to Palm Beach County. Di Pompeo Construction Corp. is fully bonded up to eighty million dollars aggregate and we are fully licensed and insured throughout Florida. We are proud to say that every project has been completed on time, in budget, and without a bond claim from an Owner.

Di Pompeo Construction Corp.’s Project Managers, Superintendents, Project Engineers, and Project Coordinators all utilize Primavera Expedition Contract Control software. This software tracks submittals, requests for information, change orders, meeting minutes and all other forms of construction correspondence. We believe strongly in utilizing Expedition, as it enables all project team members, as well as the Owner and the Design Team to visualize potential problems, delays, or accountabilities in an easy-to-identify reporting system. Expedition is a powerful document control system and an essential management tool. In conjunction with Expedition, SureTrak and Primavera’s P6 scheduling package are also utilized. On all our projects P6 and SureTrak has proven to be a vital tool that allows all parties to monitor the progress of the work, as well as provide a plan for completing our projects on time or early.

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RFQ No. P-26-19 CMAR Services for Various Park Improvement Projects

| DI POMPEO CONSTRUCTION CORP.

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

For financial control of each project, we utilize the accounting software, Sage 300 (formerly Timberline). Easy-to-read status reports can be produced at any time in short-form or up to three levels of detail. Material, labor, equipment and Subcontractor costs are tracked by cost codes within the system. Cost codes are labeled by the Superintendents and Project Managers and can be printed daily or weekly for management or the Owner to compare against the budget. Change orders, requisitions for payment, back charges, commitments and budgets are maintained by our accounting department in order to assist the Project Manager.

Di Pompeo Construction Corp. self-performs many portions of a project when conditions so dictate and we have our own equipment, tools, trucks and field manpower. We perform concrete, earthwork, masonry, carpentry and door/hardware installation. This ability to self-perform enables us to expedite a project that may have extraordinary conditions, as well as, accurately evaluate Subcontractor bids and proposals while not being totally dependent on Subcontractors controlling the schedule.

Additionally, our Superintendents are CPR and OSHA 30 Hour certified and they are always on site to maintain safety and quality control. We utilize communication devices in order to enable immediate communication from our site Superintendents to the Project Managers/Project Coordinators, from the job site to our main office and from our Field Supervisors to the Subcontractors. Our Vendor database includes Subcontractors ranging from small, local, licensed firms, to large, national firms and includes many disadvantaged or minority businesses (CBE / MBE / SBE and Veterans). All of our Subcontractors are accustomed to, or are trained to adhere to, our strict OSHA compliant safety policy, which requires the submission of Subcontractor safety programs, material safety data sheets, tool box talks and daily safety checklists.

Our Project Managers ensure that all revisions made during construction are recorded daily on the "As-Built Record Set" of drawings. They also oversee that all Subcontractors are licensed and insured before starting work and current until all final release of liens are delivered to the Owner.

Lastly, we employ a Warranty and Guarantee Administrator who collects and assembles all of the manufacturer and Subcontractor warranties, operation manuals, and As-Built data. These documents are then delivered to the Owner at the end of the project. Our Administrator follows through on items that may arise up to one year after the Owner occupies the facility and enforces rapid response from our Subs and Vendors regarding any Owner needs during this period.

Why you should choose Di Pompeo Construction:

- Di Pompeo Construction is a privately held, 3rd generation construction company, a family tradition since 1927.
- Di Pompeo Construction has fine-tuned processes in place to keep your project, regardless of its complexity, on schedule.
- Di Pompeo Construction's President, John Di Pompeo Jr., will be personally involved with your project.
- Di Pompeo Construction's commitment to the **City of Pompano Beach**: No change orders unless the City requests an upgrade or there is an unforeseen condition below ground that no one could see by the naked eye.
- Di Pompeo Construction provides detailed and complete documentation for all projects.
- Di Pompeo Construction utilizes the latest Construction Software and Technology: Timberline Accounting, Primavera P6, Primavera Expedition Contract Control and Project Management Software.
- Di Pompeo Construction has LEED certified professionals in house.
- Di Pompeo Construction completes all projects on time, as evidenced by all of our projects enclosed.

Di Pompeo Construction Corp. has always completed every project on time and in budget and has never had a bond claim from an Owner or a lien imposed on any project.

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Di Pompeo

Construction Corporation

CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

Di Pompeo Construction Corp. maintains a staff of highly qualified Estimators, Project Managers, Superintendents and Administrative personnel along with a full-time Operations and Safety Manager. Our Superintendents are supported by our field work force which self-perform everything except mechanical, HVAC, plumbing, electrical, underground utilities, roofing, fire sprinklers as our GC license does not cover. We own our own two-story, 20,000 SF office/warehouse, and yard that contain a large inventory of tools and earthwork equipment. Our storage/office trailers and a fleet of vehicles are maintained to the highest safety standards.

FACILITIES AND EQUIPMENT LIST WE OWN TO SELF PERFORM

20,000 SF Office/Warehouse	4 - ½" Drills
4,000 SF Storage Yard	2 - Grinders
2 - Ford F-150 Pick-up Trucks	1 - Set of Cutting Torches (Oxygen & Acetylene) w/ Cart
2 - Chevy Silverado Pick-up Trucks	3 - Drywall Screw Guns
1 - Mitsubishi Flat-bed, w/ Removable Side Panels, Dump- truck	3 - Circular Saws
1 - Dodge Ram Pick-up Truck w/Diesel Fueling Tank	2 - Chipping Hammers & Assorted Bits
1 - Dodge Dakota Pick-up Truck	2 - Ramset Guns
1 - Hudson 6 Ton Flat-bed Trailer	2 - Coil Nailers
2 - 8' x 20' Conex Storage Containers	2 - Air Compressors (Dual Tanks)
5 - 45' Semi Trailers	1 - Walk Behind Street Blower
1 - 8' x 60' Office Trailer	3 - Chain Saws
1 - New Holland Skid Steer	4 - 36" Box Fans
1 - Trash Grappling Attachment for Skid Steers	1 - 10,000 BTU Portable AC Unit
1 - Forks for Skid Steers	2 - 35' Extension Ladders
5 - 6000 Watt Generators	3 - 25' Extension Ladders
1 - 8000 Watt Gas Generator	3 - 12' A Frame Ladders
1 - 8000 Watt Diesel Generator	4 - 8' A Frame Ladders
1 - 17500 Watt Generator	4 - 6' A Frame Ladders
1 - 3500 PSI Pressure Cleaner	12 - Sets of 6' High Scaffolding
1 - 2500 PSI Pressure Cleaner	6 - Sets of 5' High Scaffolding
1 - 36" Sidewalk Attachment for Pressure Cleaners	8 - Scaffold Wheels
2 - Blade Compactors	32 - Scaffold Base Plates with /Leveling Screw
1 - Walk Behind Street Saw	12 - 16' Scaffold Planks
1 - 14" Concrete Cut Off Saw	8 - 10' Scaffold Planks
1 - 3" Trash Pump & Hoses	8 - 8' Scaffold Planks
1 - 4" Trash Pump & Hoses	800 - 1' 4" High Steel Sidewalk Forms
2 - Concrete Vibrators	600 - 36" Steel Stakes
8 - Wheelbarrows	3 - Wet Vacs
1 - 22" Walk Behind Lawn Mower	12 - Extension Cords
1 - 45" Riding Lawn Mower	1000 ft. of 5/8" Water Hoses
2 - Weed Whackers	83 - Traffic Cones
2 - Hedge Trimmers	16 - Folding Barricades
8 - Hammer Drills	Miscellaneous Hand Tools: Rock Rakes, Shovels, Pick Axes, Breaker Bars, Crow Bars, Brooms, Leaf Rakes, Sledge Hammers

www.dipompeoconstruction.com

2301 N.W. 33rd Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646



STATEMENT OF SKILLS AND EXPERIENCE OF TEAM | LICENSES AND CERTIFICATIONS

Di Pompeo Construction Corp.

Current Copy of Organization's Florida Contractor's License(s)

RICK SCOTT, GOVERNOR JONATHAN ZACHEM, SECRETARY

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DIPOMPEO, JOHN JR
DIPOMPEO CONSTRUCTION CORP
2301 NW 33RD CT UNIT #102
POMPANO BEACH FL 33069

LICENSE NUMBER: CGC037741
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA: DIPOMPEO CONSTRUCTION CORP
Business Name: DIPOMPEO CONSTRUCTION CORP
Owner Name: JOHN DIPOMPEO JR/QUAL
Business Location: 2301 NW 33 CT 102
POMPANO BEACH
Business Phone: 954-917-5252

Receipt #: 180-5816
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)
Business Opened: 08/26/1993
State/County/Cert/Reg: CGC037741
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		3		

For Vending Business Only				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED


This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
JOHN DIPOMPEO JR/QUAL
2301 NW 33 CT #102
POMPANO BEACH, FL 33069

Receipt #1CP-17-00020541
Paid 08/23/2018 27.00

2018 - 2019

STATEMENT OF SKILLS AND EXPERIENCE OF TEAM | LICENSES AND CERTIFICATIONS


Florida's Warmest Welcome

**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/6/2018

4418214
DIPOMPEO CONSTRUCTION CORP
2301 NW 33 CT #102

POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: DIPOMPEO, JOHN JR
BUSINESS LOCATION: 2301 NW 33 CT 102 POMPANO BEACH FL

RECEIPT NO: 19-00036376
CLASSIFICATION: CONTRACTOR GENERAL (GC)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

STATEMENT OF SKILLS AND EXPERIENCE OF TEAM | LICENSES AND CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that DIPOMPEO CONSTRUCTION CORPORATION is a corporation organized under the laws of the State of Florida, filed on August 4, 1993.

The document number of this corporation is P93000054441.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 12, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of March, 2019*



Randy R. Lee
Secretary of State

Tracking Number: 1055104168CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

STATEMENT OF SKILLS AND EXPERIENCE OF TEAM | LICENSES AND CERTIFICATIONS



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM







HISTORY OF BUILDING PROJECTS BY SELECTED ARCHITECTS

Di Pompeo Construction has successfully completed projects designed by each one of the architects selected to design the Various Park Improvement Projects for the City of Pompano, **Keith & Associates**, **Bermello Ajamil & Partners** and **Walters Zackria & Associates**.

Project Name		Location	Cost
PROJECTS DESIGNED BY KEITH & ASSOCIATES			
1	Southwest Community Center (AKA Herb Skolnick Community Center)	Pompano Beach	\$1,900,000
2	Mainlands Park	Tamarac	\$1,400,00
3	Highlands Park Community Center	Deerfield Beach	\$1,444,460
4	Whispering Pines Playground and Shelter	Boca Raton	\$537,764
5	Tamarac Park Recreation and Community Center	Tamarac	\$4,033,000
6	Fire Station No. 29	Fort Lauderdale	\$2,703,191
7	Fire Station No. 3	Fort Lauderdale	\$1,977,000
8	Nova High School Swimming Facility	Davie	\$3,997,000
9	Northeast High School Swimming Facility	Oakland Park	\$3,477,000
PROJECTS DESIGNED BY WALTERS ZACKRIA & ASSOCIATES			
1	Nova High School Swimming Facility	Davie	\$3,997,000
2	Northeast High School Swimming Facility	Oakland Park	\$3,477,000
3	The Carpenter House	Hollywood	\$600,000
4	Southwest Community Center (AKA Herb Skolnick Community Center)	Pompano Beach	\$1,900,000
5	Coral Springs Police Department (911 Addition)	Coral Springs	\$707,000
6	Various Park Improvement Projects for Broward County Parks and Engineering Department	Broward County	\$2,334,085
PROJECTS DESIGNED BY BERMELO AJAMIL & PARTNERS			
1	Highlands Park Community Center	Deerfield Beach	\$1,444,460









STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

RELATED PROJECTS

Project Name		Location	Cost
PARKS, COMMUNITY CENTERS & RECREATIONAL FACILITIES			
1	 <p>Southwest Community Center (AKA The Herb Skolnick Community Center) Construction of a new 17,000 SF Community Center with a ballroom stage, kitchen, library, media room, offices, a Sheriff's Substation, laundry and exercise rooms with two acres of parking on a four acre site all designed by Walters Zackria Architects.</p>	Pompano Beach	\$1,900,000
2	 <p>South Side Cultural Arts Community Center (Historic Restoration) Convert existing vacant school to new 12,000 SF City community center with parks and recreation office, fitness center, locker room, changing room, arts & crafts space, teaching kitchen, break room, restrooms, conference room and administrative offices. Site work includes adding new parking lots, sidewalks and landscaping.</p>	Fort Lauderdale	\$3,536,000
3	 <p>Broward County Parks Department Annual Contract for Various Park Improvement Projects New construction and modernization projects throughout Broward County all designed by Walters Zackria Architects.</p>	Broward County	\$2,334,085
4	 <p>River Run Park Improvements Reconstruction of an existing maintenance building into a community room, parking expansion, widening of walking trails and addition of trail lighting.</p>	Miramar	\$673,165
5	 <p>Tamarac Sports Complex CMAR/Design/Build of 3 new baseball fields, a 5,000 SF two-story concession bldg, warming kitchen, meeting rooms, playgrounds, exercise equipment, hockey rink, fishing pier, batting cages and various site improvements on a 15 acre site.</p>	Tamarac	\$6,029,700
6	 <p>Tamarac Park Recreation and Community Center CMAR/Design/Build demolition of an existing 10,000 SF building and Design/Build of a new category five 15,100 SF two-story Community Center which contained rooms for games, arts and crafts, concession, restrooms, offices, meeting rooms, laundry, library, exercise room, a 500 kw generator and heavy technology requirements.</p>	Tamarac	\$4,033,000

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

RELATED PROJECTS

7		Mainlands Park CMAR /Design/Build of a twenty-three acre passive park with a concession/restroom building, concrete paths, fishing pier, parking and exercise equipment.	Tamarac	\$1,400,000
8		Southgate Linear Park (AKA Tephord Park) CMAR /Design Build and development of a 14 acre park.	Tamarac	\$2,797,500
9		Terramar Park Multi-Use Fields Demolition of existing baseball field and existing Musco site lighting. Construction and installation of new drainage, Musco site lighting, irrigation, sidewalks, canopies, bleachers and Bermuda sod for two new Multi-Use Fields.	Parkland	\$1,027,700
10		Volunteer Park Equestrian Center Clear and grub ninety-eight acres and construct a new equestrian center with two prefab. 30,000 SF metal barns, five stand/show horse rings, 3,000 SF concession building, wood bridges, horse/cart trails, and parking facilities.	Plantation	\$7,759,185
11		Boynton Beach Intercoastal Park Design/Build clearing and grubbing of a ten acre park and construction of a new passive park with picnic shelters, two restroom facilities, a concession building, playground, memorial structure, and parking facilities.	Boynton Beach	\$2,100,000
12		Betti Stradling Memorial Park Design/Build, clearing and grubbing of a thirty-six acre site and construction of three baseball, soccer fields, basketball, volleyball courts, picnic area, fitness trail, playground, concession stand, memorial garden, and parking lots.	Coral Springs	\$2,100,000
13		Veterans Park Construction of a twelve acre park with a amphitheater, cafe, restroom bldg, gazebo, walkway pier, fountains, parking, etc.	Royal Palm Beach	\$4,807,000
14		Veterans Park Four acre passive park on the intracoastal waterway complete with wood trellises, pavers, fountain, gazebo, etc.	Delray Beach	\$802,000







STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

RELATED PROJECTS

15		Calypso Cove Aquatic Facility New water park with five buildings, totaling 12,000 SF, plung pool with two slides, competition pool, kiddie pool, basketball courts, playground, parking, etc.	Margate	\$3,600,000
16		Seminole Palms Aquatic Center New 15 acre water park with slides, lazy river, kiddie pool, competition pool, two concession buildings, two restroom buildings and parking.	Royal Palm Beach	\$3,900,000
17		Venetian Pool Renovations (Historic Restoration) Pool renovations/restoration, improvements to the water circulation network and chemical treatment system, pool deck, ADA upgrades, etc. This project is on the National Historic Register.	Coral Gables	\$506,130
18		Highlands Park Community Center History of working with the Architect for the Pompano Senior Activity Center and Kester Park projects, Bermello Ajamil and Partners . Construction of a new hurricane rated 3,000 SF Community Center with conference room, warming kitchen, offices and outdoor patios with trellis.	Deerfield Beach	\$1,144,460
19		Coral Springs Tennis Center Clubhouse New construction of a two-story 8,000 SF tennis facility clubhouse with retail space, offices, workout room, and exterior concrete bleacher seating.	Coral Springs	\$1,050,000
20		Mullins Park Maintenance Facility Design/Build new 5,000 SF recreation/staff administration building with break room and restrooms, a 4,000 SF four-bay truck maintenance garage and reconfigure/construct a one acre parking facility with proper flow patterns.	Coral Springs	\$700,500
21		Head Start Community Center New 21,000 SF one-story Community Center with meeting rooms, library/media center classrooms, exterior playground, and parking facilities.	Riviera Beach	\$2,080,000
22		Nova High School Swimming Facility Demolition of an existing competition pool and construction of a new 25 yard competition pool, learn-to-swim pool and 5,000 SF pump house/lifeguard building.	Davie	\$3,997,000
23		Northeast High School Swimming Facility Demolition of an existing competition pool and construction of a new 25 yard competition pool, learn-to-swim pool and 5,000 SF pump house/lifeguard building.	Oakland Park	\$3,477,000

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

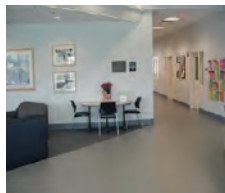
RELATED PROJECTS

MUNICIPAL AND PUBLIC FACILITIES				
24		Broward County Judicial Center/ East Wing Wind Mitigation and Re-Roofing, removal and re-roofing of 25,000 SF East Wing as well as remove/replace lightweight concrete, extending of the FPL vault and provided hurricane hardening and interior hurricane shutters.	Fort Lauderdale	\$1,510,000
25		North Homeless Assistance Center CMAR Design Build of a new 48,000 sf one-story center with living quarters, office, kitchen, laundry facility, classroom, library/media center and site development of a 12 acre site.	Pompano Beach	\$4,850,000
26		Tamarac Public Service Complex Addition CMAR Design Build of a new 20,000 SF office/warehouse, a 2,000 SF storage building, and a 5,600 SF prefabricated metal building on a seven acre site, with a one acre lake.	Tamarac	\$5,200,000
27		St. Paul Parish Hall Expansion/Renovation CMAR Renovations of an existing Parish with an 5,000sf addition.	Lighthouse Point	\$1,881,000
28		Boca Raton Preparatory School CMAR 34,000 SF selective demolition of an existing swim and tennis building, and conversion into a private school K-12, including the addition of a new hockey rink, baseball and soccer field.	Boca Raton	\$1,900,000
29		Rexel/Consolidated Electrical Supply CMAR 68,000 SF interior renovation, converting warehouse into offices, storage, display units, and new parking facilities.	Miami	\$1,250,000
30		Nu Coral Office/Retail Complex CMAR Three new two story office/retail buildings, totaling 30,000 SF with elevator core and front/back parking facilities.	Coral Springs	\$2,077,000

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Southwest Community Center (AKA The Herb Skolnick Community Center) Pompano Beach, Florida



"The workmanship, team effort and professionalism that your firm showed was impressive. I must commend you for the completion of the project as it was on schedule and within budget."

*C. William Hargett, Jr.
City Manager
City of Pompano Beach*



Cost of Project:	\$1,900,000
Cost of Project/SF:	\$112/SF
% of Work Performed with Our Own Forces:	28%
Commencement Date:	March 2003
Completion Date:	March 2004
Location of Project:	800 SW 36th Avenue Pompano Beach, Florida 33069 Project Manager, John Di Pompeo Jr. Project Superintendent, Jon Shambo The City of Pompano Beach 1201 Northeast 5th Avenue Pompano Beach, Florida 33069 Clayton Young (954) 786-4029
Owner:	

Description of Work Performed:

New 17,000 SF community center with a ball room and stage, kitchen, library and media room, offices, a Sheriff's Substation, and two acres of parking on a four acre site.

Project Completed



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

WILLIAM F. FLAHERTY, P.E.
Public Works Administrator

1201 N.E. 5th Avenue
P.O. Box 1300
Pompano Beach, Florida 33061



Phone: (954) 786-4061
(954) 786-4106
Fax: (954) 786-4028

City of Pompano Beach, Florida

September 4, 2003

Mr. John Di Pompeo, Sr.
Chief Executive Officer
Di Pompeo Construction Corporation
2301 N.W. 33rd Court, Unit #102
Pompano Beach, FL 33069

Re: Skolnick Center

Dear Mr. Di Pompeo:

I wanted to follow up our conversation of yesterday regarding the work on the Skolnick Recreation Center. As I mentioned to you, we have heard some very nice comments about the manner in which the project is progressing and the workmanship and cooperation being displayed to this point. I called you yesterday to pass those nice comments along to you. It is not often that we get those kinds of compliments, and when we do, I like to share them with those who are responsible.

The only concern that has existed from the beginning of the project is that we finish as close to the original completion date as possible. To that end, we do understand that there was an initial delay in starting the project unattributable to your company. If there is any possible way for you to make up some of this time without additional expense on your behalf and finish the project prior to the January completion date, it would be very much appreciated. The residents in Palm-Aire would thank you as well as myself on behalf of the entire City. If there is any way that my office can assist in your efforts to complete early, please let me know. You can call me to discuss any opportunity for acceleration of the timeline, and I'll do whatever I can.

Sincerely,

William F. Flaherty, P.E.
Public Works Administrator

WFF:reb

Cc: Mr. C. William Hargett, Jr., City Manager
Mr. Clayton Young



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

ENGINEERING DEPARTMENT

1201 N.E. 5th Avenue
P.O. Box 1300
Pompano Beach, Florida 33061



Phone: (954) 786-4061
(954) 786-4106
FAX: (954) 786-4028

City of Pompano Beach, Florida

July 2, 2004

Mr. John Di Pompeo Jr.
Di Pompeo Construction Corporation
2301 NW 33RD Court
Unit #102
Pompano Beach, FL 33069

**RE: THE SKOLNICK CENTER
CIP # 01- 813
800 SW 36 AVE. PALM AIRE**

Dear Mr. Di Pompeo,

I would like to take this opportunity to thank your firm for its professional approach, commendable display of teamwork with all the other entities involved with this project and for your staff's due diligence to detail throughout the entire project.

The city is also proud of the working relationship we have established with your organization and for a finished product we can all be proud to be associated with.

We also look forward to working with your organization in the future and wish you all the success on your other ventures.

Sincerely,

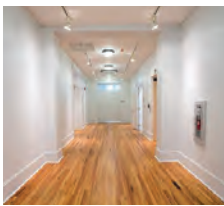
Clayton O. Young
Project Manager

The City of Pompano Beach is An Equal Opportunity Employer And Does Not Discriminate On The Basis Of Handicapped Status

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



South Side Cultural Arts Community Center (Historic Restoration) Fort Lauderdale, Florida



Cost of Project: \$3,536,000
Cost of Project/SF: \$231/SF
% of Work Performed with Our Own Forces: 13%
Commencement Date: October 2016
Completion Date: December 2017
Location of Project: 701 South Andrews Avenue
 Fort Lauderdale, Florida 33316
 Jon Shambo, VP Field Operations
 & Project Manager
 Carrie Pereira, Project Coordinator
 James Curran, Superintendent
Owner: City of Fort Lauderdale
 100 N. Andrews
 Ft. Lauderdale, Florida 33301
Contact: Scott Teshky
 steshky@fortlauderdale.gov
 (954) 828-6195

Description of Work Performed:

Convert existing vacant school to new 12,000 Sq. Ft. City community center with parks and recreation office, fitness center, locker room, changing room, arts & crafts space, teaching kitchen, break room, restrooms, conference room and administrative offices. Site work includes adding new parking lots, sidewalks and landscaping.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

January 22, 2018

RE: South Side School Restoration
701 S. Andrews Avenue
Fort Lauderdale, FL 33316

To Whom it May Concern:

Please accept the following letter of recommendation for John Di Pompeo of (DCC)
Di Pompeo Construction Corporation.

My role in the above referenced project was Project Architect and to provide construction drawings to obtain a building permit for interior improvements and to oversee the construction for the City of Fort Lauderdale. The renovations were for a 95 year old historic school building that is on the National Register of Historic Places and intended to provide the City with a change of use to a Community Center downstairs, and to City Parks & Recreation Offices upstairs. Prior to our involvement the building was historically renovated on the exterior, but the interior remained incomplete of any finishes whatsoever. Furthermore, the building was left vacant and was in a state a distress for many years. In fact, mold remediation was an integral scope of work that needed to be completed by DCC prior to the start of any new construction.

Di Pompeo Construction Corporation was awarded the project as the General Contractor. From the very start of the project John Di Pompeo and his staff were instrumental in closing out the many incomplete permits within the City as the building suffered many failed attempts as to a successful completion in the past. During this time, I found DCC team members to possess a high level of dedication and initiative, as well as a wealth of specialized knowledge in construction and bringing to our attention potential problems ahead of time.

DCC was instrumental in identifying structural, and window/roofing water intrusion issues to the City and our office, which upon being addressed added to the overall integrity and ultimate success of the project.

My experience in working with DCC has been very professional. DCC has proven to be dedicated, knowledgeable, and honest. I highly recommend them to any organization seeking guidance and support in the completion of any renovation or new construction work.

SYNALOVSKI ROMANIK SAYE
Architecture • Planning • Interior Design

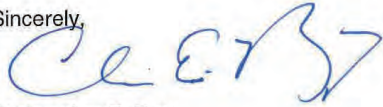
1800 Eller Drive, Suite 500 • Fort Lauderdale, FL 33316
T 954.961.6806 • F 954.961.6807 • www.synalovski.com

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

Page 2

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,



Christopher E. Bray
Project Architect.
Synalovski Romanik Saye, LLC.

SYNALOVSKI ROMANIK SAYE

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



CITY OF
FORT LAUDERDALE



April 12, 2018

Mr. John DiPompeo
Di Pompeo Construction Corporation
2301 NW 33rd Court, Suite 102
Pompano Beach, FL 33069

Re: South Side School Restoration Project

Dear John:

The City of Fort Lauderdale would like to thank DiPompeo Construction Corporation for a job well done on the Southside School Restoration Project.

Due to the historic nature of this renovation, numerous challenges were encountered throughout construction and your team worked through them in a professional manner. Your staff was extremely knowledgeable, communicated with the City at all times, and worked well as a cohesive team. The end result was a quality project which was completed on time and within budget.

The City looks forward to working with DiPompeo Construction Corporation on future projects.

Sincerely,

Scott A. Teschky, CCM, LEED AP BD+C
Senior Project Manager
City of Fort Lauderdale

PUBLIC WORKS DEPARTMENT

100 N ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301

TELEPHONE (954) 828-5772. FAX (954) 828-5074

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STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Broward County Parks East District Improvements Broward County, Florida



"They provided solutions to assist in cost savings, utilized quality subcontractors, self-performed part of the work and we feel confident that they will do an outstanding job on any future project"
Shobhan Smart
Broward County Parks



Cost of Project:	\$2,334,085
% of Work Performed with Our Own Forces:	70%
% of Work Performed by CBE:	30%
Commencement Date:	August 2012
Completion Date:	August 2014
Location of Project:	Broward County, Florida
Owner:	Project Manager, Jon Shambo Project Superintendent, Bob Starling Broward County Parks & Engineering Dept. Purchasing Division 115 S. Andrews Ave., Room 212 Fort Lauderdale, FL 33301 Shobhan Smart (Retired). Please contact, Marin Gross, Parks Planning and Design (954) 577-4650 or Gary Rimelet (954) 357-8193 Walters Zackria and Associates
Architect:	

Description of Work Performed:

Various new construction and modernization projects throughout Broward County, east of the Turnpike, including, but not limited to: new/renovation of parking lots, new playgrounds, upgrades and replacement to safety surfaces, basketball and tennis court resurfacing, playcourt resurfacing, land clearing, and re-roofing.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Carpenter House

Broward County Parks East District Improvements

Broward County, Florida



"They provided solutions to assist in cost savings, utilized quality subcontractors, self-performed part of the work and we feel confident that they will do an outstanding job on any future project"
Shobhan Smart
Broward County Parks

Cost of Project: \$592,000
% of Work Performed with Our Own Forces: 70%
% of Work Performed by CBE: 30%
Commencement Date: August 2012
Completion Date: August 2014
Location of Project: Broward County, Florida
Owner: Project Manager, Jon Shambo
 Project Superintendent, Bob Starling
 Broward County Parks & Engineering Dept.
 Purchasing Division
 115 S. Andrews Ave., Room 212
 Fort Lauderdale, FL 33301
 Shobhan Smart (Retired). Please contact,
 Marin Gross, Parks Planning and Design
 (954) 577-4650
 Gary Rimelet (954) 357-8193
Architect: Walters Zackria and Associates

Description of Work Performed:
 Site demolition, tree mitigation and new parking lot, utilities, landscaping, decorative fencing, striping, lighting, irrigation and curbing/walks.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Public Works Department
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
1 N. University Drive, Box 8300, Plantation, Florida 33324-2038 • 954-577-4555 • FAX 954-357-5715

2/15/2015

To Whom it May Concern:

I wish to acknowledge the high standard of performance and professionalism exhibited by Di Pompeo Construction Corp.

I have had the opportunity to work with Di Pompeo Construction Corp. over the past two years through a variety of new construction and modernization projects, including parking lots, playgrounds, land clearing and playcourt resurfacing throughout several parks in Broward County. Di Pompeo Construction Corp. has demonstrated a professional and ethical caliber during this building period; schedules have been maintained and all projects have been completed on time, in addition to being exceedingly well managed.

Di Pompeo Construction Corp. has consistently demonstrated their commitment to the success of each project by their attention to detail on all phases that includes schedules, quality control, communication, administration and document close out and respond during the warranty period. All on-site coordination was handled very professionally and all of the required paperwork and billings were responded to promptly.

They provided solutions to assist in cost savings, utilized quality sub-contractors, self performed part of the work and we feel confident that Di Pompeo Construction Corp. will do an outstanding job on any future project. I look forward to working with the Di Pompeo team in the future.

Regards,

A handwritten signature in black ink, appearing to read "Shobhan Smart".

Shobhan Smart

Now Retired.
Please Contact: Martin Gross
954-577-4646

Broward County Board of County Commissioners
Beem Furr • Dale V.C. Holmes • Martin David Klar • Chip LaMarea • Stacy Ritter • Tim Ryan • Barbara Sharkey • Lois Wexler
www.broward.org

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



River Run Park Improvements *Miramar, Florida*



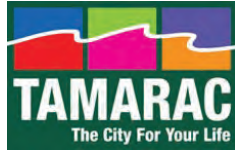
Cost of Project:	\$673,165
% of Work Performed with Our Own Forces:	40%
Commencement Date:	January 2016
Completion Date:	September 2016
Location of Project:	Miramar, Florida
Owner:	Project Manager, John Di Pompeo, Jr.
	Project Manager, Steve Westervelt
	City of Miramar
	2200 Civic Center Place
	Miramar, FL 33025
	Luisa Millan, Director of Construction and
	Facilities Management (954) 602-3316

Description of Work Performed:

Reconstruction of an existing maintenance building into a community room, parking expansion, widening of walking trails and addition of trail lighting.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Tamarac Sports Complex *Tamarac, Florida*



"DCC and their design team proved to have the vision and experience to provide the City of Tamarac with a first class facility without exceeding our budget"
John Doherty
City of Tamarac
Assistant Director
of Public Works



Cost of Project:
Cost of Project/Acre:
% of Work Performed with Our Own Forces:
Commencement Date:
Completion Date:
Location of Project:

\$6,029,700
\$402,000/Acre
16%
May 2007
January 2009
9901 NW 77th Avenue
Tamarac, Florida 33321
Project Manager, Jon Shambo
Superintendent, J. Sherry
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, Florida 33321
John Doherty, Assistant Director of Public
Works/City Engineer (954) 597-3706
Email: johnd@tamarac.org

k

Owner:

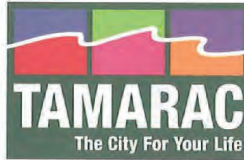
Description of Work Performed:

Three new baseball fields with dugouts and bleachers, batting cage with artificial turf, sports field lighting, 5,000 SF concession building with second floor viewing area, kitchen, elevator, two new parking lots, resurfacing of existing lots, new playground with pavilion and safety surface, fishing pier, kiosk, outdoor hockey rink, exercise trail, walking path, and concrete paving on a fifteen acre site.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

PUBLIC WORKS
DEPARTMENT



January 25, 2010

To Whom It May Concern:

Please be advised that DiPompeo Construction Corporation (DCC) was chosen as the Design Builder for the City of Tamarac's \$6,029,700 Sports Complex Expansion Project, consisting of three new baseball fields, a two-story 5,000 SF concession/meeting room building, new playground area, fishing pier, pavilion, and other associated park amenities. The project was completed in September 2008 and extremely well received by staff, elected officials and, most importantly, our residents. DCC and their design team proved to have the vision and experience to provide the City of Tamarac with a first class facility without exceeding our budget.

Throughout the successful completion of this project, we found DCC and their team to be knowledgeable, responsive and thorough in all of their professional activities. We would be pleased to use them again and would not hesitate to recommend them to anyone else seeking similar services.

Sincerely,

A handwritten signature in purple ink that reads "John E. Doherty".

John E. Doherty, P.E.

Assistant Director of Public Works/City Engineer

RECEIVED

JAN 28 2010

DI POMPEO
CONSTRUCTION CORP.

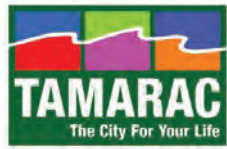
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EQUAL OPPORTUNITY EMPLOYER

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Tamarac Park Recreation and Community Center Tamarac, Florida



Cost of Project: \$4,033,000
Cost of Project/SF: \$239/SF
% of Work Performed with Our Own Forces: 22%
Commencement Date: November 2007
Completion Date: October 2009
Location of Project: 7501 North University Drive
 Tamarac, Florida 33321
Project Manager, Jon Shambo
Superintendent, Bob Starling
City of Tamarac
 6011 Nob Hill Road, 2nd Floor
 Tamarac, Florida 33321
Greg Warner, Director (954) 303-9395
Email: gregw@tamarac.org

Owner:

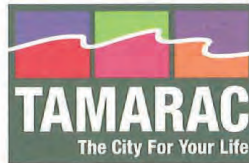
Description of Work Performed:

Demolish the existing 10,000 SF building and replace it with a 15,100 SF, two-story, precast hollow core slab, metal truss, metal roofed community center with instructional kitchen, game room, offices, meeting rooms, arts and crafts rooms, concession stand and restrooms, as well as the installation of new dugouts and bleachers at the existing ball fields, new CCTV system, and the reconfiguration of existing parking lots for proper circulation and positive drainage.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

PARKS AND
RECREATION



Gregory Warner
DIRECTOR

April 13, 2010

Mr. John DiPompeo
DiPompeo Construction Corporation
2301 NW 33rd Court, Suite 102
Pompano Beach, FL 33069

Dear John:

On behalf of the City of Tamarac Parks and Recreation Department, I would like to extend my thanks to DiPompeo Construction for their quality work in constructing the 15,000+ square foot Recreation Center and surrounding athletic field improvements. This state of the art facility replaced an outdated facility that was no longer useful for the needs of our community. The facility has been met with rave reviews from both the community and our elected officials. Programming has expanded for our residents thanks to this quality facility.

Anytime a facility of this magnitude comes together, the end user (City) sees things they would like to change during design and construction. We realize that this creates a challenge for your team. Through the professionalism and flexibility of you and your staff, your company was able to work with the City with a very positive result. The end product made up of an instructional kitchen, arts & crafts room, teen room, game room, meeting rooms and office space will be something the City will be proud of for many years to come. The project also included a new concession stand along with improvements to the ball field dugouts and the surrounding area that has been heavily used and appreciated by the City softball leagues.

I want to thank you for the professionalism, cooperation and direction provided by your company throughout this project. Even with many City initiated changes, the project was completed on time and within budget.

Sincerely,

A handwritten signature in blue ink that reads "Gregory Warner".

Gregory Warner

RECEIVED

APR 16 2010

DI POMPEO
CONSTRUCTION CORP.

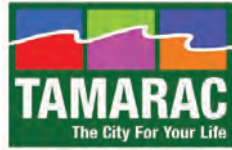
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EQUAL OPPORTUNITY EMPLOYER

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Mainlands Park Tamarac, Florida



Cost of Project:
Cost of Project/Acre:
% of Work Performed with Our Own Forces:
Commencement Date:
Completion Date:
Location of Project:

\$1,400,000
\$46,600/Acre
20%
December 2012
September 2014
4500 Monterey Drive
Tamarac, Florida 33321
Project Manager, Jon Shambo
Project Superintendent, Bob Starling
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, Florida 33321
John Doherty, Assistant Director of Public
Works (954) 597-3706
Email: johnd@tamarac.org
Greg Warner, Director of Parks and Rec.
(954) 597-3638, Email: gregw@tamarac.org

k

Owner:

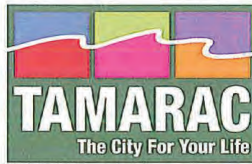
Description of Work Performed:

Design and Construction of a twenty-three acre passive park, including a multi-use trail with benches, pavilions, life trail exercise equipment, energy fitness station, fishing pier, landscaping, restroom facility, and a parking lot.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

PARKS AND
RECREATION



Gregory Warner
DIRECTOR

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MAR 13 2015

DIPOMPEO
CONSTRUCTION CORP.

March 9, 2015

DiPompeo Construction Corporation
2301 NW 33rd Court, Suite 102
Pompano Beach, FL 33069

Dear John:

On behalf of the City of Tamarac Parks and Recreation Department, I would like to extend my thanks to DiPompeo Construction for their quality work in managing the design and construction of the 23-acre Mainlands Park. As I am sure you are aware, this parcel of land used to be the Monterey Golf Course and has stirred up a lot of emotions from the surrounding neighborhoods when the golf course closed. Many residents did not want a park developed there. Due to the fantastic design and quality construction of this park, the residents have changed their minds! The facility has been met with rave reviews from both the community and our elected officials. This park is now heavily used and enjoyed by the same residents that put up heavy resistance to the development of a park!

I know that there were many challenges throughout the process based upon the size of the property and the drainage issues created by the sub base. Through the professionalism and flexibility of you and your staff, your company was able to work with the City to accomplish a very positive result. The end product made up of a passive park with multi-purpose pathways, fishing pier, restroom facility, covered picnic tables and benches, drinking fountains, exercise stations and a parking area is something the City will be proud of for many years to come. The park is also unique in the fact that this park has become Tamarac's first "dog friendly" park. This has been very popular with the surrounding neighborhoods and their dogs!

I want to thank you again for the professionalism, cooperation and direction provided by your company throughout this project. The project was completed on time and within budget.

Sincerely,

A handwritten signature in purple ink that reads "Gregory Warner".

Gregory Warner
Director of Parks and Recreation

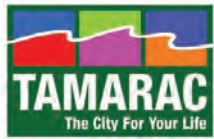
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EQUAL OPPORTUNITY EMPLOYER

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Southgate Linear Park (AKA Tephford Park) Tamarac, Florida



"Through the professionalism of you and your staff, your company was able to work with the City and design firm to correct many of the challenging issues in a positive manner."
Gregory Warner
City of Tamarac



Cost of Project:
Cost of Project/Acre:
% of Work Performed with Our Own Forces:
Commencement Date:
Completion Date:
Location of Project:

\$2,797,500
\$190,000/Acre
17%
May 2007
April 2008
10003 Southgate Blvd.
Tamarac, Florida 33321
Project Manager, Jon Shambo
Project Superintendent, Alex Sakeronja
Project Engineer, Ben Guanella
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, Florida 33321
Greg Warner, Director (954) 597-3638
gregw@tamarac.org

k

Owner:

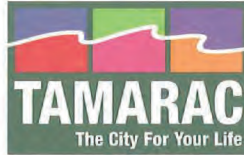
Description of Work Performed:

Development of a fourteen acre park under FPL transmission lines which included three pavilions, sixteen group shelters, two bathroom facilities, decorative retaining stone wall with railings, concrete walkways, two lift stations, precast climbing rocks and animals, poured in place rubber surfacing, irrigation, trees, and grass.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

**PARKS AND
RECREATION**



Gregory Warner
DIRECTOR

DiPompeo Construction Corporation
2301 NW 33rd Court, Suite 102
Pompano Beach, FL 33069

October 29, 2008

Dear John,

On behalf of the City of Tamarac Parks and Recreation Department, I would like to extend my appreciation to DiPompeo Construction for their quality work in constructing the 19 acre linear park named Tephford Park. This park was designed based on a lot of public input from the surrounding communities and the final product has received very positive feedback from those residents. I know the construction of this park was a challenge as it sits in an FPL easement underneath power lines.

Adding to the challenge was that this was a design/bid/build project and I know there were some difficulties in the design. Through the professionalism of you and your staff, your company was able to work with the City and the design firm to correct many of the challenging issues in a positive manner. The end product made up of a distinct playground, shelters, restroom facilities, multipurpose paths, decorative wall features with designated space for future public art and extensive landscaping should be a show piece for the City for many years to come. The park has already been received very positively from the community.

The City is very proud of this park and to show this pride, the park was named after a BSO Deputy that was killed while on duty for the City.

Again, I want to thank you for the quality of this project and for completing it on time and within budget.

Sincerely,

Gregory Warner

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JAN 26 2009

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CONSTRUCTION CORP.**

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EQUAL OPPORTUNITY EMPLOYER

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



September 5, 2008

John DiPompeo
DiPompeo Construction Corp.
2301 N.W. 33rd Court, Unit #102
Pompano Beach, FL 33069

Dear John,

I wanted to take a moment to express my gratitude for your entire firm's dedication in making Tephford Park - Southgate Linear Park a success. Although the project was underway when I became involved, I was quickly assured that your team was knowledgeable and capable of the high quality of work expected for a landmark facility in the City of Tamarac. It was a pleasure to deal with professionals that know their job and are dedicated to performance. You reacted quickly to issues and I appreciate the communication system that continually kept me in the loop.

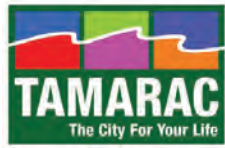
Again, I am very pleased with the final product and please feel free to use me as a reference in the future.

Thanks,


John F Neff
Senior Project Manager

RECEIVED
SEP 08 2008
DI POMPEO
CONSTRUCTION CORP.

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Tamarac Public Service Complex

Tamarac, Florida



"...Tamarac Public Services Complex and Tamarac Park Community Center, Constructed by Di Pompeo Construction Corp., were designed and built to incorporate LEED building Certification standards.... Having worked with the Di Pompeo team over the last 8 years on several quality and on time completed projects, we look forward to the next opportunity to work with them again in the future."

John E. Doherty, P.E.
Assistant Director of
Public Works/City Engineer
City of Tamarac

Cost of Project: \$5,395,575
Cost of Project/SF: \$189/SF
% of Work Performed with Our Own Forces: 18%
Commencement Date: July 2007
Completion Date/End of Warranty: December 2009
Location of Project: 10101 State Street
 Tamarac, Florida 33321
Project Manager, Jon Shambo
Sr. Project Coordinator, Carrie Pereira
Superintendent, Bob Starling
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, Florida 33321
Levent Sucouglu, Information Tech. Director
(954) 597-3900
levent@tamarac.org

Description of Work Performed:

Construction of a new 20,000 SF office/warehouse, a 2,000 SF storage building, and a 5,600 SF prefabricated metal building on a seven acre site, with a one acre lake.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Terramar Park Multi-Use Fields Parkland, Florida



Cost of Project: \$1,027,700
% of Work Performed with Our Own Forces: 25%
% of Work Performed by M/WBE: 15%
Commencement Date: 4/18/2018
Completion Date: 9/30/2018
Location of Project: Parkland, Florida
Owner: Project Manager, Ben Guanella
 Project Superintendent, Steve Westervelt
 City of Parkland
 Purchasing Division
 6600 University Drive
 Parkland, FL 33067
 Bill Evans
 (954) 757-4108
 bevans@cityofparkland.org

Description of Work Performed:
 Demolition of existing baseball field and existing Musco site lighting. Construction and installation of new drainage, Musco site lighting, irrigation, sidewalks, canopies, bleachers and Bermuda sod for two new Multi-Use Fields.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



CITY OF PARKLAND
PUBLIC WORKS DEPARTMENT
6500 Parkside Drive
Parkland, Florida 33067
954-757-4119

January 14th, 2019

DiPompeo Construction Corporation
2301 NW 33 Court, Suite 102
Pompano Beach, FL 33069

Attn: John DiPompeo, Jr.

Re: Terramar Park Multi-Use Fields Project

I wanted to thank you for a job well done on the above referenced project. It was a very pleasant experience working with you and your staff. The workmanship and team effort that your firm showed was impressive. I must commend you for the timely completion of the project as it was on schedule and within budget.

We found DiPompeo Construction Corporation to be very professional in both their approach and knowledge of all aspects of site work and general construction necessary for this project. Your staff was courteous and professional in all of our interactions and always foresaw issues with resolutions in mind, which resulted in a successful completion of the project.

Please extend our appreciation to your staff and we specifically appreciate the personal attention you showed by coming to our meetings, visiting the project, and being readily available when the City had a question or concern.

My Staff and I look forward to working with DiPompeo Construction Corporation on future projects.

Thank you,

Bill Evans
Director of Public Works
City of Parkland

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



December 13, 2018

Mr. John DiPompeo, Jr., President
DiPompeo Construction Corporation
2301 N.W. 33rd Court, Unit #102
Pompano Beach, FL. 33069
Phone: 954-917-5252 Ext. 304 (office)

**RE: CITY OF PARKLAND - TERRAMAR PARK
MULTI-USE FIELDS PROJECT**

Dear John,

The purpose of this correspondence is to commend your company on the coordination experience that K&S had working within the framework of Engineer of Record/Contractor, resulting in the very successful project referenced above.

It was a pleasure working with your assigned Project Manager and Field Superintendent. All shop drawing submittals were made in a timely fashion. Field changes were handled in a very professional manner.

The project was constructed on time and within budget. The City of Parkland was very happy in how smooth the project was executed from initial startup to final project closeout. The quality of workmanship was very good.

We look forward to working with DCC in the future.

Respectfully,

A handwritten signature in blue ink, appearing to read 'R. Zuccaro', written over a horizontal line.

Robert Zuccaro, P.E.
Senior Project Manager

6500 North Andrews Avenue | Ft. Lauderdale, Florida 33309-2132
(954) 776-1616 | (800) 488-1255 | Fax (954) 771-7690
www.KSFLA.com

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Volunteer Park Equestrian Center Plantation, Florida



Cost of Project:
Cost of Project/SF:
% of Work Performed with Our Own Forces:
Commencement Date:
Completion Date:
Location of Project:

\$7,759,185
\$123/SF
37%
January 2004
April 2005
12050 West Sunrise Blvd.
Plantation, Florida
Sr. Project Manager, John Di Pompeo Jr.
Project Superintendent, Jon Shambo
City of Plantation
401 NW 70th Terrace
Plantation, Florida 33317
Danny Ezzeddine, Director of Parks
and Recreation (954) 797-2256
Email: dezzeddine@plantation.org

k

Owner:

"You had the commitment and dedication to complete the Volunteer Park Project to our satisfaction within the defined project time and construction budget."
Danny Ezzeddine
Design & Construction
Director City of Plantation

Description of Work Performed:

Clear and grub ninety-eight acres and construct an equestrian center with two, prefabricated 30,000 SF metal barns, five stand/show horse rings, 3,000 SF concession building, excavating two large lakes, adding aquatic planting, wood bridges throughout, horse/cart trails, and parking facilities.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

OFFICE OF THE MAYOR

Rae Carole Armstrong,
Mayor

**DESIGN & CONSTRUCTION
MANAGEMENT**

Danny Ezzeddine, AIA
Director

**CITY COUNCIL**

Sharon Uria, *President*
Bruce Edwards, *President Pro Tem*
Diane Veltri Bendekovic
Jerry Fadgen
Dr. Robert A. Levy

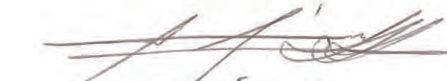
April 27, 2005

Mr. John DiPompeo, Jr.
DiPompeo Construction Corporation
2301 NW 33rd Court, Suite 102
Pompano Beach, FL 33069

Dear John,

This is to express my appreciation to you and your company for being part of our team during the past 15 months. You have exhibited diligence and cooperation in working with the City staff and the design team to resolve problems during the process. You had the commitment and dedication to complete the Volunteer Park project to our satisfaction within the defined project time and construction budget.

Thank you for your cooperation,



Danny Ezzeddine, AIA
Design & Construction Director

DE/jm

City of Plantation
401 NW 70th Terrace ♦ Plantation, Florida 33317
Telephone: 954.797.2256 ♦ Fax: 954.585.2361
dezzeddine@Plantation.org

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Planning & Design

December 29, 2005

DiPompeo Construction Corp.
2301 NW 33rd Ct., Suite 102
Pompano Beach, Florida 33067

Attn: John DiPompeo

Philadelphia
Coral Gables
Dallas
Lake Placid
San Diego
San Francisco

Re: Volunteer Park Expansion @ Plantation, Florida

Dear Mr. DiPompeo

Please allow me to thank you and your firm for the hard work and dedication that you displayed during the construction phase of the \$7.2 million Volunteer Park Equestrian Center and Wetland Mitigation Development in Plantation, Florida. Due to the efforts of the entire design and construction team, the 98 acre site development was completed on time and within budget.

We look forward to the opportunity to work with DiPompeo Construction in the future. Wishing you the best of luck to you and your organization in the New Year.

Regards,

Gerald C. Marston, FASLA
Principal

Wallace Roberts & Todd, LLC
191 Giralda Avenue, Penthouse
Coral Gables, FL 33134

305.448.0788
www.wrtdesign.com
fax 305.443.8431

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Boynton Beach Intercoastal Park Boynton Beach, Florida



"Intracoastal Park was completed on-time and on-budget allowing for contingencies that arose during the construction process. Di Pompeo Construction showed serious regard for the schedule and the process, and John Di Pompeo Jr., the President, personally oversaw all phase of work.."
Kevin D. Might
Wallace Roberts & Todd, LLC



Cost of Project:	\$2,100,000
Cost of Project/Acre:	\$210,000/Acre
% of Work Performed with Our Own Forces:	25%
Commencement Date:	October 2002
Completion Date:	September 2003
Location of Project:	2240 North Federal Highway Boynton Beach, Florida
Owner:	Project Manager, John Di Pompeo Jr. Project Superintendent, Michael Caparella City of Boynton Beach Boynton Beach, Florida 33425 Franz Lafountant, Engineer Plans Analyst/ Inspector (561) 742-6989

Description of Work Performed:

Clearing and grubbing of a ten acre park and construction of five picnic shelters, two restroom facilities, a concession building, a one acre lake, a playground with safety surfacing, memorial structure, and parking facilities.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

The City of Boynton Beach



OFFICE OF THE CITY COMMISSION
Mayor Gerald F. Broening
Vice Mayor Muir C. Ferguson
Commissioner Ronald Weiland
Commissioner Mack McCray
Commissioner Carl McKoy
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
City Manager's Office: (561) 742-6010
FAX: (561) 742-6011
www.boynton-beach.org

November 3, 2003

Mr. John DiPompeo, Jr.
DiPompeo Construction Corporation
2301 N.W. 33rd Court #201
Pompano Beach, Florida 33069

Dear Mr. DiPompeo:

As Mayor, I would like to take this opportunity to thank you for helping the City of Boynton Beach realize its vision for the new Intracoastal Park, which opened recently. With the addition of this park, residents and visitors have gained another outstanding recreational amenity, which makes an important contribution to the quality of life that we enjoy in Boynton Beach. Throughout its 10 acres, the park offers many alternatives for leisure time activities.

For a community with "beach" as part of its name, water based recreation is an expected feature of our image. Along with our other waterfront parks, Intracoastal Park is expected to become a signature site in Boynton Beach. The park is an excellent example of what can be achieved by the cooperative efforts of architects and builders and the community. We are proud of the quality and appearance of Intracoastal Park.

Sincerely

Gerald F. Broening
Mayor

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

The City of Boynton Beach



*P.O. Box 310
Boynton Beach, Florida 33425-0310
PUBLIC WORKS DEPARTMENT
FAX: (561) 742-6211
www.boynton-beach.org*

February 20, 2004

Mr. John DiPompeo
DiPompeo Construction Corporation
2301 Northwest 33 Court #102
Pompano Beach, FL 33069

Re: Intracoastal Park

Dear Mr. DiPompeo,

The City of Boynton Beach recently opened its new Intracoastal Park much to public fanfare. This new park has been well received by our public and is a beautiful new asset for our community. We are most appreciative of your efforts in building this park for us. As with all of our contractors, we fully expected your firm to construct this project according to the plans and specifications. However, you and your staff proved to us that this project was just as important to you as it was to us. You and your employees placed your hearts and souls into this project in addition to your physical efforts. You were able to construct this park with minimal unanticipated contract change orders and for this we are appreciative.

Thank you for all you did on this project. I wish you the best in your future endeavors. May they all be as successful as this one.

Sincerely,

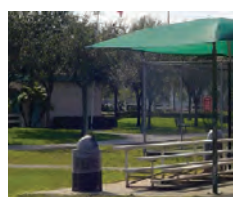
Jeffrey R. Livergood, P.E.
Director of Public Works
City of Boynton Beach

America's Gateway to the Gulfstream

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Betti Stradling Memorial Park *Coral Springs, Florida*



"Not only did they do an outstanding job with construction of the Park, but they did so ahead of schedule and with excellent quality. Through the Design-Build process and the combined efforts of the contractor and the City, the Park was built ahead of schedule."

*Rick Engle
Director,
Parks and Recreation
City of Coral Springs*



Cost of Project:	\$2,100,000
Cost of Project/Acre:	\$58,333/Acre
% of Work Performed with Our Own Forces:	29%
Commencement Date:	March 1996
Completion Date:	February 1997
Location of Project:	10301 Wiles Road Coral Springs, Florida
Owner:	Project Manager, John Di Pompeo Jr. Project Superintendent, Michael Caparella The City of Coral Springs 9551 West Sample Road Coral Springs, Florida 33065
Contact:	Rick Engle, Director of Parks and Recreation (954) 345-2107

Description of Work Performed:

Clearing and grubbing of a thirty-six acre site and construction of three baseball and soccer fields, basketball and volleyball courts, picnic area, fitness trail, playground, concession stand, memorial garden, and parking lots.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



PARKS AND RECREATION DEPARTMENT
CITY OF CORAL SPRINGS FLORIDA

1300 CORAL SPRINGS DRIVE
CORAL SPRINGS, FL 33071
TELEPHONE (954) 345-2107
FAX (954) 345-2111
cityinfo@ci.coral-springs.fl.us

June 5, 2000

To whom it may concern;

I had the opportunity to work with DiPompeo Construction as part of the construction of Betti Stradling Park. DiPompeo Construction was awarded the Design Build contract for the 21 acre park located on the Northeast Corner of Wiles Road and Coral Springs Dr.. Not only did they do an outstanding job with the construction of the Park, but they did so ahead of schedule and with excellent quality.

The City requested that this Park be build with in a short time frame in order to meet the demand from our Sports Leagues. Through the Design Build process and the combined efforts of the contractor and the City the Park was built ahead of schedule. The lines of communication were excellent and the final results are being enjoyed by everyone.

I would highly recommend that they be considered for any future Design Build Projects.

Sincerely

Rick Engle

Director of Parks and Recreation

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



2195 N. Andrews Av. Ext. - Pompano Beach, FL 33069 - (954) 972-3800 // Fx: (954) 971-9782

4/15/02

DiPompeo Construction Corp.
2301 NW 33rd Ct. Suite # 102
Pompano Beach, FL 33069

Att: Mr. John DiPompeo Sr. & Mr. John DiPompeo Jr.

Dear John,

I recently had the opportunity to re-visit Betti Stradling Park with relatives that were visiting us.

I know that during the dedication of the park I thanked you and your organization for the outstanding job, but I never put it in writing. I just wanted everyone to know that this job was very special, not only because it was in memory of my wife, but the project turned out beyond anyone's expectations.

After forming and chairing the Construction Review Committee for the City of Coral Springs, this was the first major project I had the opportunity to take thru completion. This project truly changed the way we designed and constructed projects in Coral Springs. This would not have happened without the insight, cooperation and professional work by your organization. I believe the citizens of Coral Springs are thankful for your efforts. The Tennis Center Clubhouse and the addition to the Public Safety Dept. also came within budget and on time.

I wish your organization the very best, and again THANK YOU for your efforts for our community.

Sincerely,

A handwritten signature in dark ink, appearing to read 'William Stradling', is written over a horizontal line. Below the signature, the text 'William Stradling, President' and 'Lectra Living, Inc.' is printed in a serif font.

William Stradling, President
Lectra Living, Inc.

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Veterans Park

Royal Palm Beach, Florida



Cost of Project: \$4,807,000
Cost of Project/Acre: \$562,000/Acre
% of Work Performed with Our Own Forces: 39%
Commencement Date: November 2002
Completion Date: November 2003
Location of Project: 1036 Royal Palm Beach Blvd.
 Royal Palm Beach, Florida
 Operations Manager, John Di Pompeo Jr.
 Project Manager &
 Project Superintendent, Robert Binford
 Village of Royal Palm Beach
 1050 Royal Palm Beach Blvd.
 Royal Palm Beach, Florida 33411
 Lou Recchio, Park and Recreation
 Director (561) 790-5124

Owner:
 k

"Your company has done an outstanding job with the project. We were able to overcome many obstacles and challenges that we faced together, but your experience and expertise made all the difference. A "Job Well Done" to you and your staff from all of us at the Village of Royal Palm Beach."

David A. Lodwick
 Mayor for Village of
 Royal Palm Beach

Description of Work Performed:

Construction of a twelve acre park with rock waterfalls, playground, concession building, cafe, market and restroom buildings, amphitheater building, stage and seating, fountain, twelve wooden gazebo structures, wood trellises, decorative concrete and pavers, squirting precast turtles and alligators, walkway pier across a constructed lake, and adjacent parking facilities.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Village of Royal Palm Beach, Florida

1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411

Telephone (561) 790-5103 Fax (561) 791-7087

E-mail: clerk@royalpalmbeach.com

RECEIVED

AUG 31 2004

DI POMPEO
CONSTRUCTION CORP.

August 26, 2004

John DiPompeo
2301 NW 33rd Court, Unit 102
Pompano Beach, FL 33069

Dear Mr. DiPompeo:

I would like to take this time to thank you for your accomplishments on the Veterans Park project. This was our most complex park project to date, funded by the Village of Royal Palm Beach, Palm Beach County, and the State of Florida with a budget exceeding \$4.8 million. As a result of our joint efforts the park has become the centerpiece of our community. Generations to come will enjoy fond memories of times spent in the park.

Your company has done an outstanding job with the project. We were able to overcome many obstacles and challenges that we faced together but your experience and expertise made all the difference. A "Job Well Done" to you and your staff from all of us at the Village of Royal Palm Beach.

Again, thank you.

Sincerely,

David A. Lodwick
Mayor

David Lodwick
Mayor

David R. Swift
Vice Mayor

Carmela Starace
Councilwoman

Matty Mattioli
Councilman

Fred Pinto
Councilman

David B. Farber
Village Manager

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



1519 Main Street
Sarasota, Florida 34236

phone: 941 - 954 - 1718
fax: 941 - 954 - 0231
e-mail: rmpk@rmpkgroup.com

RECEIVED
OCT 18 2004
DI POMPEO
CONSTRUCTION CORP

October 14, 2004

Mr. John DiPompeo
DiPompeo Construction Corp.
2301 NW 33rd Court
Suite 102
Pompano Beach, FL 33069

Dear Mr. DiPompeo:

On behalf of The RMPK Group I would like to extend this letter of recommendation and gratitude to DiPompeo Construction in regards to your work with us on Veterans Park in Royal Palm Beach.

The project was a massive undertaking and together we have built a park that is an attraction to the City of Royal Palm Beach, which has received much enthusiasm with its Citizens. The detail of the structures RMPK designed were built precisely and has satisfied all RMPK and the City's requirements. Because of your careful management the project was completed on-time and on-budget in fall of 2004.

DiPompeo Construction is a very capable, experienced, and professional company. Your staff is extremely knowledgeable and I highly recommend them for construction of any park projects. I very much look forward to working with you in the future.

Sincerely,

Russell G. Moore
President, The RMPK Group

Sarasota • Cocoa Beach • Hobe Sound

Community and Regional Planning • Environmental Planning • Landscape Architecture
Land Planning • Urban Design

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Veterans Park *Delray Beach, Florida*



Cost of Project:	\$802,000
Cost of Project/Acre:	\$200,500/Acre
% of Work Performed with Our Own Forces:	19%
Commencement Date:	February 1995
Completion Date:	August 1995
Location of Project:	150 Atlantic Avenue Delray Beach, FL
k	Project Manager, John Di Pompeo, Jr. Project Superintendent, Dan Diaz
Owner:	City of Delray Beach 100 NW 1st Avenue Delray Beach, Florida 33444

Description of Work Performed:

Four acre passive park on the intracoastal waterway complete with wood trellises, pavers, fountain, and gazebo.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Calypso Cove Aquatics Facility

Margate, Florida



Cost of Project:	\$3,600,000
Cost of Project/SF:	\$595/SF
% of Work Performed with Our Own Forces:	18%
Commencement Date:	May 2004
Completion Date:	May 2005
Location of Project:	6299 and 6200 Royal Palm Blvd. Margate, Florida Project Manager, John DiPompeo Jr. Project Superintendent, Bob Zannini City of Margate 5790 Margate Blvd. Margate, Florida 33063 Maria Oscello (954) 444-7399 George McNeill, Director of Parks and Recreation (954) 345-2107

Owner:

"I found your staff to be very competent, knowledgeable and experienced. The quality of work was above industry standard and paperwork was very professional."

I appreciated you going the extra mile and your personal attention to completing a successful project within an impossible time frame."

*Mark S. Beatty, AIA
MPA Architects, Inc.*

Description of Work Performed:

New construction of five buildings, totaling 12,000 SF, a concession, pump house, locker rooms, administrative office and sitework which includes a plunge pool with two slides, competition pool and kiddie pool with interactive play structure, basketball courts, fishing pier, gazebos and a playground area all on a tiny three acre site adjacent to a new existing parking lot and canal.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



City of Margate, Florida

February, 2007

John DiPompeo, President
DiPompeo Construction Company (DCC)
Pompano Beach, Florida

Dear Mr. DiPompeo:

The City's Parks and Recreation Aquatics Division personnel have begun preparations for our second full summer season at Calypso Cove. I find that my thoughts have drifted back to the very beginning of the project.

I recall the seemingly never-ending challenges from so many fronts that surfaced throughout the project. To your company's credit, DCC was never phased by any issue, regardless of its magnitude. You consistently addressed and satisfactorily resolved every issue and concern.

Each time, every time, you said what DCC was going to do. And then you did exactly what you said you would do. In many instances, DCC actually did more than what you said you would do.

My staff and I continue to appreciate the attention to detail that you and especially Project Manager Bob Zanini devoted to the Calypso Cove project. Our facility looks and operates as good as or better than it did on opening day. That is a tribute to my aquatics division personnel and also to you, your staff, and the team of sub-contractors whom you hired to construct our facility.

The quality of DCC's combined skills, talents, and abilities was evident right from the start. In 2005, Hurricane Wilma barreled right over the top of the City of Margate; however, the storm did not damage or even compromise any part of any building or structure of the Calypso Cove facility.

In closing, just know that your hard work and dedication that went into creating this magnificent facility is both noticed and very much appreciated by every visitor to the Calypso Cove Aquatic Facility.

Sincerely,

George T. McNeill,
Director- Human Resources
Director- Parks and Recreation

5790 MARGATE BOULEVARD, MARGATE, FLORIDA 33063 • TELEPHONE (954) 972-6454 / FACSIMILE (954) 935-5273

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

MPA

MPA ARCHITECTS, INC.

ARCHITECTS • PLANNERS • INTERIOR DESIGNERS

Est. 1959
License #
AAC000630

May 16, 2006

1801 Centrepark
Drive East
Suite 175
West Palm Beach
FL 33401

Mr. John DiPompeo
Di Pompeo Construction Corp.
2301 NW 33rd Court, Unit #102
Pompano Beach, FL 33069

(561) 683-7000
Fax
(561) 478-3922
E-Mail
info@mpa-pb.com

**Re: Calypso Cove Aquatic Facility
City of Margate, Florida
MPA Project No. 9906**

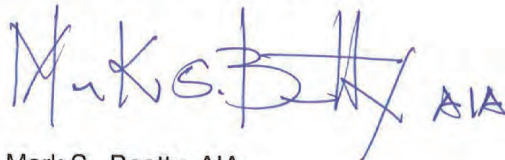
Dear John:

We would like to thank you for your dedicated work and performance on the City of Margate, Florida, Calypso Cove Aquatic Facility. I found your staff to be very competent, knowledgeable and experienced. The quality of work was above industry standard and the paperwork was very professional. I appreciated you going the extra mile and your personal attention to completing a successful project within an impossible time frame.

We look forward to the successful completion of future projects with your firm.

Best Regards,

MPA ARCHITECTS, INC.

 AIA

Mark S. Beatty, AIA

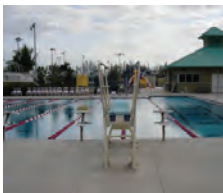
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RECEIVED
MAY 19 2006
DI POMPEO
CONSTRUCTION CORP.

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Seminole Palms Aquatic Center *Royal Palm Beach, Florida*



Cost of Project:	\$3,900,000
Cost of Project/Acre:	\$260,000/Acre
% of Work Performed with Our Own Forces:	25%
Commencement Date:	January 2000
Completion Date:	January 2001
Location of Project:	113 Lamstein Lane Royal Palm Beach, Florida Project Manager, Larry Abate Project Superintendent, Jon Shambo Palm Beach County Commissioners 3326 Forest Hill Blvd. #A323 West Palm Beach, Florida 33406 John McCarthy, Parks and Recreation Director, (561) 966-6634
Owner:	

Description of Work Performed:

New construction of a fifteen acre water park with slides, lazy river, zero-entry, kiddie pool with interactive play structure, competition pool, two concession buildings, two restroom buildings, and two acres of parking lots.

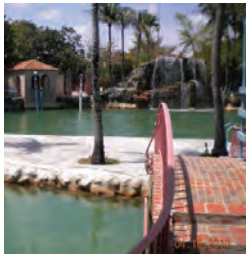
Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



The City of Coral Gables

Venetian Pool Renovations (Historic Restoration) City of Coral Gables, Florida



"Di Pompeo's work was both timely and professional. Their project management was excellent"

*Boriana Cloutier
City of Coral Gables*



Cost of Project:	\$506,130
Cost of Project/SF:	\$20/SF (Pool Renovation Only)
% of Work Performed with Our Own Forces:	20%
Commencement Date:	November 2009
Completion Date:	April 2010
Location of Project:	2701 De Soto Blvd. City of Coral Gables, Florida
Owner:	Project Manager, John Di Pompeo Jr. Assistant Project Manager/ Project Engineer, Ben Guanella City of Coral Gables 2800 SW 72nd Avenue Coral Gables, Florida Boriana Cloutier, Architect (305) 460-5034

Description of Work Performed:

The project consisted of the repair of cracks in the horizontal and vertical surfaces of the pool below the water line, replacement of sealant in the longitudinal and latitudinal expansion joints of the concrete slab pool bottom, improvements to the water circulation network and the chemical treatment system to increase chlorine levels throughout the pool, provide a portable ADA compliant access lift, repairs to the pool deck finish and installing a clear epoxy anti slip finish, restoration of the Venetian Poles, perform drainage improvements at the Loggia, and all associated electrical and plumbing work. This project is on the National Historic Register.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



The City of Coral Gables

Public Works Department

2800 SW 72 AVENUE
MIAMI, FLORIDA 33155

July 26, 2011

To Whom It May Concern

Re. Di Pompeo Construction Corporation

Dear Sir/Madam:

We retained Di Pompeo Construction Corporation as the General Contractor of the Venetian Pool Repairs project in 2010. The Venetian Pool (over 800,000 gal. pool) is a unique historic treasure in the City of Coral Gables, included in The National Register of Historic Places. It is built in a former quarry pit and is shaped like a free form lagoon, complete with coral rock caves and an island.

The project consisted of the restoration of historic features, upgrading of the chlorination system, repair and restoration of various areas of the Venetian pool complex, including the pool deck, and the pool bottom and pool joints.

Because of time constraints it was necessary to fast track the project. Di Pompeo Construction fully cooperated and worked with the City staff and Historic Preservation Department thru the difficulties created by unforeseen conditions at the existing pool bottom and deck. Throughout the project, they demonstrated their ability to solve complex issues.

Attention to detail and informing of project progress and completion on time were very important in this project and they were successfully accomplished by their staff.

All historic finishes were successfully replicated, and the Venetian poles were restored and brought back to their original appearance.

DiPompeo's work was both timely and professional. Their project management was excellent, and the subcontractors were efficient and cooperative while performing work of high quality.

The project was completed successfully on time and within budget due to the commitment and professionalism of DiPompeo's staff. I recommend them highly.

Sincerely,

A handwritten signature in purple ink, reading "B. Cloutier".

Boriana Cloutier, R.A., I.D., LEED AP
Architect
Public Works Department
City of Coral Gables, Florida

P.O. Box 141549

CORAL GABLES, FLORIDA 33114-1549

PHONE (305) 460-5000

FAX (305) 460-5080

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



■ Architecture
■ Planning
■ Interior Design

1500 Ponce De Leon Blvd First Floor Coral Gables, FL 33134 305.443.7758 (vc) 305.445.9957 (fx)

May 24, 2011

Re: DiPompeo Construction Corp.

To Whom It May Concern:

We are pleased to provide this letter of reference for DiPompeo Construction Corp. DiPompeo was the General Contractor on the renovations of the Venetian Pool in Coral Gables. This project included the rehabilitation of the pool interior surfaces, improvements to the chemical treatment system, repairs to the pool deck finishes and restoration of the Venetian Pole decorative painting.

The work was completed on time and within budget. DiPompeo demonstrated their willingness to work as a Team and the staff conducted themselves in a professional manner. They responded readily to comments and concerns from both the Owner and my Firm.

Please do not hesitate to contact me if you have any questions or wish to discuss this reference further.

Sincerely,

Natividad Soto, AIA, LEED AP
President

A.A. C 0 0 0 1 0 9
Web: www.fgss.net
Email: fgss@fgss.net

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Highlands Park
Community Center
Deerfield Beach, Florida



Cost of Project: \$1,144,460
Cost of Project/SF: \$455/SF
% of Work Performed with Our Own Forces: 15%
Commencement Date: September 2014
Completion Date: March 2015
Location of Project: 511 NE 44th St.
Project Manager, Ben Guanella
Superintendent, Craig Welfare
The
150 NE 2nd Ave
Bermello Ajamil & Partners, Inc.
900 SE 3rd Ave, STE 203
Fort Lauderdale, Florida 33316
Scott Bakos or Todd Osborn
(954) 627-5109

Description of Work Performed:
Construct a new 3,000 SF Community Center building and parking lot on a tight site with a fast schedule. Project details include a variable refrigerant AC unit, a large paver and aluminum trellis area, and a prep kitchen.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

February 15, 2016

John DiPompeo
DiPompeo Construction Corporation
2301 NW 33rd Court, Suite 102
Pompano Beach, FL 33069

Re: Highlands Park Community Center
Deerfield Beach, Florida

John,

It was a pleasure working with your team on the Highlands Park Community Center. We were impressed with DiPompeo's ability to stay on top of all the details throughout the construction and inspection process. We appreciate how your team kept us up to date on issues as they arose, as well as being proactive in recommending and implementing solutions.

This Fast Track project was completed on time with a very high level of quality. We look forward to working with DiPompeo Construction again in the near future.

Sincerely,

Todd Osborn
Architect & Sr. Project Manager

900 SE 3rd Avenue · Suite 203 · Ft Lauderdale · Florida · 33316 · Main 954 467 1113 · Fax 954 467 1116

 www.bermelloajamil.com

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Coral Springs Tennis Center Clubhouse Coral Springs, Florida



Cost of Project:	\$1,050,000
Cost of Project/SF:	\$131/SF
% of Work Performed with Our Own Forces:	17%
Commencement Date:	May 1994
Completion Date:	April 1995
Location of Project:	12501 Royal Palm Blvd. Coral Springs, Florida Project Manager, John Di Pompeo Jr. Project Superintendent, Michael Caparella
Owner:	City of Coral Springs 9551 West Sample Road Coral Springs, Florida Rick Engle (954) 345-2107

Description of Work Performed:

New construction of a two-story 8,000 SF tennis facility clubhouse with retail space, offices, workout room, and exterior concrete bleacher seating.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



DEPARTMENT OF PUBLIC WORKS
CITY OF *CORAL SPRINGS* FLORIDA

9551 WEST SAMPLE ROAD
P.O. BOX 754501
CORAL SPRINGS, FL 33075-4501
Telephone 305/344-1165

February 29, 1996

Mr. Wilfredo Perez, P.E. Vice President
DiPompeo Construction Corporation
7522 Wiles Road, Suite 203
Coral Springs, Florida 33067

Re: Coral Springs Tennis Clubhouse Project

Dear Mr. Perez:

The purpose of this letter is to express our appreciation for your extra efforts in making the Tennis Clubhouse available for use during America's Red Clay Tennis Tournament at the Coral Springs Tennis Center.

Despite the very tight schedule and the adverse weather conditions experienced at the beginning of the project, the clubhouse was useable and received very favorable comments from both the players and the tournament staff.

Also, your continued cooperation and personal attention to completion of punch list items and warranty issues has caused minimum disruption to the operation of the facility. We hope you will continue to bid on our future projects.

Thanks again for your efforts.

Sincerely,

ROBERT W. GLENN, P.E.
DIRECTOR OF PUBLIC WORKS

RWG\tsg

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Mullins Park

Coral Springs, Florida



"Unlike most contractors, [Di Pompeo Construction] determined that it was more efficient and cost effective to build two buildings rather than putting both areas into one building. The result has been excellent."

*Rick Engle
City of Coral Springs*



Cost of Project:	\$700,500
% of Work Performed with Our Own Forces:	28%
Commencement Date:	1997
Completion Date:	1998
Location of Project:	2403 NW 102 Ave Coral Springs, Florida 33065
Owner:	Project Director, John Di Pompeo Jr. Project Manager, Jon Shambo City of Coral Springs 9551 West Sample Road Coral Springs, Florida 33065 Rick Engle, Director of Parks and Recreation (954) 345-2107

Description of Work Performed:

New construction of a 5,000 SF recreation/staff administration building with break room and restroom, a 4,000 SF four-bay truck maintenance garage and reconfigure/construct a one acre parking facility with proper flow patterns.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

JUN-19-2000 14:27

CITY OF CORAL SPRINGS

954 345 2111 P.02



PARKS AND RECREATION DEPARTMENT

CITY OF CORAL SPRINGS FLORIDA

1300 CORAL SPRINGS DRIVE
CORAL SPRINGS, FL 33071
TELEPHONE (954) 345-2107
FAX (954) 345-2111
cityinfo@ci.coral-springs.fl.us

June 19, 2000

To Whom It May Concern;

DiPompeo Construction was hired by the City of Coral Springs to design and build a Maintenance Administrative Building and a Maintenance Storage Building at Mullins Park. Unlike most contractors, they determined that it was more efficient and cost effective to build two buildings rather than putting both areas into one building. The results have been excellent. There is a definite reduction in noise in the administrative building as a result of this design.

The final outcome of the project was excellent. DiPompeo Construction worked with the Parks and Recreation Staff throughout the design and construction of the building to make sure we received what we were looking to get. They were easy to work with during construction and they have responded quickly to any concerns following construction.

As the Director of Parks and Recreation I highly recommend DiPompeo Construction for future jobs. They completed their work ahead of schedule and within budget. They were a team player and thought of the customer throughout their work.

Sincerely

Rick Engle

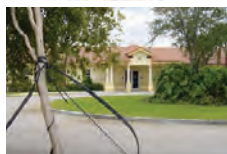
Director of Parks and Recreation

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Head Start Community Center

Riviera Beach, Florida



"As the COO of this architectural firm, and as a General Contractor myself, I can say that I was impressed by the attention to detail and the subsequent excellent standard of construction that was provided by your firm."

*Edward J. Gonzalez
Vice President
REG Architects, Inc.*

Cost of Project: \$2,080,000
Cost of Project/SF: \$195/SF
% of Work Performed with Our Own Forces: 15%
Commencement Date: September 2000
Completion Date: August 2001
Location of Project: 1440 Martin Luther King Boulevard
 Riviera Beach, Florida
Project Manager, John Di Pompeo Jr.
Project Superintendent, Bob Zannini
Palm Beach County Commissioners
 Tom Lynch (561) 741-2286

Description of Work Performed:

New construction of a 21,000 SF one-story building with meeting rooms, library/media center classrooms, exterior playground, and parking facilities.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

R E G A R C H I T E C T S
I N C O R P O R A T E D
ARCHITECTURE * INTERIOR DESIGN * PLANNING

RECEIVED
JUL 26 2001
DI POMPEO
CONSTRUCTION CORP.

July 25, 2001

Mr. John DiPompeo, Jr.
DiPompeo Construction Corporation
2101 North West 33rd Street
Suite 1800A
Pompano Beach, Florida, 33069

Dear Mr. DiPompeo,

Please allow this brief note to serve as a reference letter for your firm. It was a pleasure for me to work with you and your outstanding staff on the recently completed Mayme Frederick Head Start Complex in Riviera Beach, FL, a facility developed by Palm Beach County (FL).

As the COO of this architectural firm, and as a General Contractor myself, I can say that I was impressed by the attention to detail and the subsequent excellent standard of construction that was provided by your firm.

I look forward to working with your firm again in the near future.

Sincerely,

REG Architects, Inc.



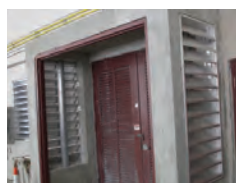
Edward J. Gonzalez
Vice President

120 South Dixie Highway • Suite 201 • West Palm Beach • Florida 33401
Phone: (561) 659-2383
License #AA0002447 • mail@regarch.com • Fax: (561) 659-5546
Nationwide: (877) 659-2383

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Broward County Judicial Center East Wing Wind Mitigation & Re-Roofing Fort Lauderdale, Florida



Cost of Project: \$1,510,000
% of Work Performed with Our Own Forces: 27%
Commencement Date: November 2015
Completion Date: May 2016
Location of Project: Broward County, Florida
Project Manager and Superintendent,
 Jon Shambo
Owner: Broward County Board of County
 Commissioners
 Construction Management Division
 115 S. Andrews Ave., Room 326
 Fort Lauderdale, FL 33301
 Luis Seta (954) 357-7383

Description of Work Performed:

Removal and re-roofing of 25,000 square feet of the Courthouse East Wing as well as remove/replace lightweight concrete, extending of the FPL vault and provided hurricane hardening and interior hurricane shutters. All of the work was performed while the building was occupied.

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



June 19, 2017

Mr. John Di Pompeo, Jr., President & Operations Manager
Di Pompeo Construction Corp.
2301 NW 33rd Court, Suite 102
Pompano Beach, FL 33069

Re: Letter of Recommendation for the
Broward County Judicial Center Hurricane Hardening and Reroofing Project

Dear John;

It is with pleasure that we wanted to take the time to submit a letter of recommendation regarding the services provided by Di Pompeo Construction Corp. for a job well done on the above referenced project. Even though you had to work through the unusual intense rainy season, I was impressed that you were able to complete this very complex project on time and in budget. You and your staff were extremely professional and performed exceptionally well from start to finish and was always prepared to proactively identify options and solutions to the challenges on this complex project including coordination with Tutor Perini while they were constructing the new Courthouse at the same time. Overall, staff professionalism, dedication, and the attention to the technical and aesthetic aspects of the project was a key factor in the project's overall success.

We look forward to working with you, Mr. Shambo and your staff again in the near future.

Sincerely;
ACA Associates, Inc.


W. Randy Scott
Project Manager

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



St. Paul Parish Hall Expansion/Renovation Lighthouse Point, Florida



Cost of Project:	\$1,881,000.00
Cost of Project/SF:	\$285/SF
% of Work Performed with Our Own Forces:	35%
Commencement Date:	January 2018
Completion Date:	February 2019
Firm's Responsibility:	Construction Manager
Location of Project:	2700 NE 36th Street Lighthouse Point, FL 33064
	Operations Manager, John Di Pompeo Jr.
	Project Manager, Jon Shambo
	Project Coordinator, Carrie Pereira
	Project Superintendent, Richard Holtfreter
	Archdiocese of Miami
	9401 Biscayne Blvd
	Miami Shores, FL 33138

Owner:

Description of Work Performed:

St. Paul Parish Hall Expansion – approx. 5,000 square foot addition to the existing Parish hall, exterior improvements, interior renovations, replace ceilings and light fixtures, replace flooring, Mechanical AC improvements, install a new fire sprinkler system, new fire alarm system, additional restrooms, various site improvements with revised parking, covered parking area with covered walkway to the Church, additional landscaping and sewer line replacement and ADA improvements.

Construction Manager

Project Completed

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Boca Raton Preparatory School *Boca Raton, Florida*



Cost of Project: \$1,900,000
Cost of Project/SF: \$56/SF
% of Work Performed with Our Own Forces: 55%
Commencement Date: June 1997
Completion Date: August 1997
Location of Project: 10333 Diego Drive South
 Boca Raton, Florida 33428
Project Manager, John Di Pompeo Jr.
Project Superintendent, Mike Capparella
Boca Raton Preparatory School
 10333 Diego Drive South
 Boca Raton, Florida 33428
 (The Owner we worked for sold the property in 2007)

Description of Work Performed:

34,000 SF selective demolition of an existing swim and tennis building, and conversion into a private school K-12, including the addition of a new hockey rink, baseball and soccer field.

Fast Track Project

Construction Manager *Project Completed*



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



*Rexel/Consolidated Electrical Supply
Warehouse
Miami, Florida*



Cost of Project:	\$1,250,000
Cost of Project/SF:	\$18.38/SF
% of Work Performed with Our Own Forces:	42%
Commencement Date:	June 1999
Completion Date:	January 2000
Location of Project:	5701 NW 35th Avenue Miami, Florida
k	Project Manager, Larry Abate Project Superintendent, Bob Zannini
Owner:	Rexel/Consolidated (2 nd largest electrical distributor in the world)

Description of Work Performed:
68,000 SF interior renovation, converting warehouse into offices, storage, display units, and new parking facilities.

Construction Manager *Project Completed*

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



5701 N.W. 35th Avenue • Miami, Florida 33142 • P.O. Box 420498 (33142-0498)
Phone: (305) 633-9565 • Fax: (305) 635-5725

July 23, 1999

DiPompeo Construction Corp.
2101 NW 33rd Street
Pompano Beach, FL 33069

Ref: New CES facility location at 5701 NW 35th Ave., Miami, FL 33142

Dear John:

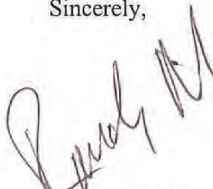
As a result of the outstanding workmanship and professionalism that your firm has shown while building our new 68,000 sq. ft. facility, we feel compelled to forward this letter of recommendation.

Your on-site supervision and dedication to finishing our renovation ahead of schedule has made our relocation relatively painless. As always any relocation is painful, but working with your firm as a construction manager has made my staff's work easier.

Again, I would like to express our gratitude for the outstanding project you have completed for us and look forward to working with you as our construction manager in our relocation of our store in Ft. Lauderdale.

Should you desire me as a reference, please, do not hesitate.

Sincerely,


Randy Moore
Branch Manager



STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM



Na Coral Office/Retail Complex *Coral Springs, Florida*



Cost of Project:	\$2,077,000
Cost of Project/SF:	\$36/SF
% of Work Performed with Our Own Forces:	2%
Commencement Date:	September 1992
Completion Date:	August 1993
Location of Project:	7522 Wiles Road Coral Springs, Florida
Owner:	JoMar Enterprises
Architect:	Kunik & Associates
Contact:	John Di Pompeo Jr. (954) 917-5252

Description of Work Performed:

Three new two story office/retail buildings, totaling 30,000 SF with elevator core and front/back parking facilities.

Construction Manager *Project Completed*

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

JoMar Enterprises

Commercial Development
Corporation
Since 1978

September 12, 1993

To Whom It May Concern:

We highly recommend John DiPompeo Jr. and the Di Pompeo Construction Corporation Team for any Construction project.

Di Pompeo Construction Corporation completed the shell of our Nu Coral Office-Retail Complex and are currently performing the 30,000 square feet of first floor retail and 2nd floor office Tenant Build-outs as leases are signed and drawings are approved. This \$2,000,000+ Construction Management Project was completed on time and on budget and our expectations were surpassed.

Di Pompeo Construction Corporation personnel on this project have been extremely hands on and met every hurdle they encountered. From expediting permits to inspections issues, to scheduling and design issues, the quality and professionalism has been very proactive. I personally would be extremely delighted to work with the Di Pompeo Team on all future projects we may have at the Nu Coral Complex.

Additionally, Di Pompeo Construction Corporation has been back to the Nu Coral Complex to perform 2nd and 3rd generation Build-outs for new or expanding tenants.

Very Sincerely,



Carol Gallarelli
On Site Manager
JoMar Enterprises, Inc.

7522 Wiles Road - Suite 115 - Coral Springs, Florida 33067 - 305-344-9025

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

C
MS **CONSTRUCTION MANAGEMENT SERVICES, INC.****COMPANY OVERVIEW**
(Park and Recreational Facilities)

CMS-Construction Management Services, Inc.'s (CMS) team is an unusual blend of technical talents—unique to both the Architectural/Engineering and General Contracting professions of today. For over 45 years Keith Emery, owner and founder of CMS, has been providing Construction/Program Management, Owner's Representative Services, Cost Consulting/Cost Estimating/Cost Control, Value Engineering, Scheduling, Constructability Reviews, Contract Administration, Construction Inspections, and Expert Witness Services to both public and private sectors throughout State of Florida and has done so with an impeccable track record.

CMS's background consists of a multitude of municipal, county, state, and federal government projects. Over the years, our firm has provided Cost Estimating for many recreational/civil projects owned/located by the **City of Pompano Beach**. Our team has vast knowledge and experience with park development and renovations as well as with recreational facilities in South Florida's tri-county area—providing Cost Estimating services from Conception to 100% Construction Documents utilizing the CSI 16-Division Format for new construction, renovation, remodeling, expansion. In addition, CMS has provided Construction (Project) Management / Owner's Representative and Contract Administration services for many park and recreational building projects. Our park experience includes Activity/Environmental/Education/Equestrian Centers, Administrative/Maintenance Buildings, Restroom Facilities, Exercise Stations, Children's Playgrounds, Baseball and Soccer Fields, Basketball and Racquetball Courts, Fishing and Boating Docks/Piers, Canal Crossing, Footbridges, Trailheads (Natural and Developed), Paved and Unpaved Trails (Nature, Jogging, Walking, Canoe/Kayak Trails, Off-Road Bike, Horse), and Signage and Street Furniture (Bike Racks, Picnic Shelters/Benches, Observation Decks/Platforms, Benches, Garbage Receptacle, Fencing Post/Rail, Landscape/Tree Planting, Bridges/Pedestrian Crossings, Public Art Works). Other recreational experience includes new and/or renovated Community/Recreational Centers, Multi-Purpose Buildings, Clubhouses, Golf Courses, Fitness Centers/Gymnasium Buildings, and Swimming Pools.

CMS's goal is to provide our clients with accurate Cost Consulting/Control, Value Engineering, and competent Construction Management, bringing in projects on time and within budget to protect our clients' fiscal requirements without sacrificing aesthetics.

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

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

C M S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

City of Miami – Grapeland Park



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

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



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

Village of Royal Palm Beach – Commons Park



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

City of Miami – Museum Park Miami



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

Continued...

QUANTITY SURVEYORS COST CONSULTANTS CONSTRUCTION MANAGERS

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

C
M

S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

Continued...

City of Dania Beach – Ocean Park

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

Site Size for Phase I only = 76,000 SF

Total Probable Cost = \$2,694,212.00

City of Deerfield Beach – Sullivan Park

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

Site Work = 130,519 SF

Total Probable Cost = \$4,672,410.00

Broward County – Vista View Park (Davie)

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

Total Probable Cost = \$8,378,472.00

Continued...

QUANTITY SURVEYORS COST CONSULTANTS CONSTRUCTION MANAGERS

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

C M S

CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

Continued...

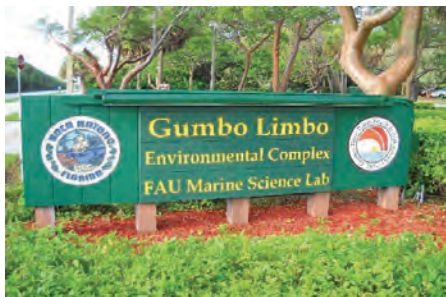
City of Miami with Miami-Dade County (Transportation & Public Works Department/Parks & Recreation Department) – The Underline, Phase I – Brickell Backyard



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

Total Probable Cost = \$10,783,157.00

City of Boca Raton – Gumbo Limbo Nature Center



In 2018 CMS provided Conceptual Cost Estimating for the upgrading/renovation Gumbo Limbo Nature Center. The Center has a sea turtle rescue rehab and runs turtle nesting go-sees at Boca Raton beaches. The center offers classes and gets an average of 200,000 visitors a year. However, there are only 59 parking spaces and most of the center was built in the 1980s, so it needed an upgrade. CMS provided Cost Estimating services for new construction which included a parking garage (230 spaces), entry building, auditorium/classroom building, aquarium building and renovation of existing facilities. The

buildings' total size = 30,000 SF; the parking garage = 230 spaces.

Total Probable Cost = \$64,281,896.00

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



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

Total Probable Cost = \$15,308,422.00

Continued...

QUANTITY SURVEYORS COST CONSULTANTS CONSTRUCTION MANAGERS

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

C
M

S CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS EXPERIENCE

Continued...

City of Miami – Virginia Key Park



In 2019 CMS provided Conceptual Cost Estimating for the development of new park which will be created on the roof of newly-constructed, one-story parking garage. The park will extend to ground level as well. The project will also include one-half mile of newly-developed roads, bike paths, a children's climbing wall, four new pedestrian bridges, and a new Visitors Center Building. The project site size = 20+ acres; Visitors Center = 10,000 SF; Parking Garage = 500 spaces. Total Probable Cost = \$227,215,199.00

QUANTITY SURVEYORS COST CONSULTANTS CONSTRUCTION MANAGERS



RFQ No. P-26-19 CMAR Services for Various Park Improvement Projects

| DI POMPEO CONSTRUCTION CORP.



TAB 8

RESUMES OF KEY PERSONNEL

LETTER OF COMMITMENT



Di Pompeo
Construction Corporation
CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

May 16, 2019

City of Pompano Beach
Purchasing Department
Attn: Jeffrey English
1190 N.E. 3rd Avenue, Building C (Front)
Pompano Beach, FL 33060

RE: RFQ No. P-26-19
Construction Management at Risk Services for Various Park Improvement Projects

LETTER OF COMMITMENT

Di Pompeo Construction Corp. will utilize the following staff for the City of Pompano Beach Various Park Improvements projects until each project is complete.

PROPOSED PROJECT TEAM MEMBERS

John DiPompeo Jr. – Operations Manager
Jon Shambo – V.P. of Operations and Senior Project Manager
Bruce Byrnes – Chief Estimator for Pre-Construction Services
Diane Salafia – Estimating Administrator for Pre-Construction Services
Project Manager(s): Jon Shambo, Steve Westervelt
Superintendent(s): Robert Starling, Richard E. Holtfreter, Frank Eaton or Paul Logiudice
Maria DiPompeo – Insurance/Safety Director
Danny Bonilla – Accounting Manager
Carrie Pereira – Senior Project Coordinator / Document and Warranty Control Manager
Daniel Kelly – Assistant Project Manager

Respectfully submitted,
DI POMPEO CONSTRUCTION CORPORATION

John Di Pompeo Jr.
President

IS/JD

www.dipompeoconstruction.com

2301 N.W. 33rd Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646



RFQ No. P-26-19 CMAR Services for Various Park Improvement Projects

DI POMPEO CONSTRUCTION CORP.

RESUMES OF KEY PERSONNEL

JOHN DI POMPEO, JR*President / Operations Manager / Project Executive*

As the Project Executive, John Di Pompeo Jr. will be your primary point of contact, he is responsible for overseeing all operations of the company and has hands-on knowledge of all projects. John has over 33 years of construction experience in all phases of the design and construction industry including municipal projects for Palm Beach, Broward and Miami-Dade County parks, school boards, private schools, police departments, fire departments, office buildings, and numerous government facilities. Project Responsibilities: Overseeing Project Managers, Estimators, Accounting, Marketing, Safety, and Inspections.

**PROJECT EXPERIENCE**
SOUTHWEST COMMUNITY CENTER (AKA HERB SKOLNICK COMMUNITY CENTER) - Pompano Beach, FL

Construction of a new 17,000 SF Community Center / \$1,900,000

SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL (HISTORIC RESTORATION) - Fort Lauderdale, FL

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION - Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

BROWARD COUNTY PARKS EAST DISTRICT IMPROVEMENTS - Broward County, FL

Various new construction and modernization of parks throughout Broward County east of the Turnpike. / \$2,334,085

MAINLANDS PARK - Tamarac, FL

CMAR/Design/Build of a new 23 acre passive park / \$1,400,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

TAMARAC SPORTS COMPLEX EXPANSION - Tamarac, FL

CMAR/Design/Build of 3 new baseball fields, 5,000sf concession bldg and various site improvements / \$6,029,700

BETTI STRADLING PARK IMPROVEMENTS - Coral Springs, FL

CMAR/Design/Build of Various Park Improvements to a 36 acre site; new baseball, soccer, basketball, volleyball, fitness trail etc. / \$2,100,000

EDUCATION

Purdue University, 1986
Bachelor of Science, Building
Construction Technology and
Management

Dean Junior College, 1984
Associates degree in Building
Construction Technology/
Architecture

LICENSES / REGISTRATIONS

State of Florida Licensed
General Contractor
CGC #037741

HONORS

Sigma Lambda Chi
(Construction Honor Society)

COMPUTER SKILLS

Excel, Word, SureTrak,
Primavera, Expedition



RESUMES OF KEY PERSONNEL

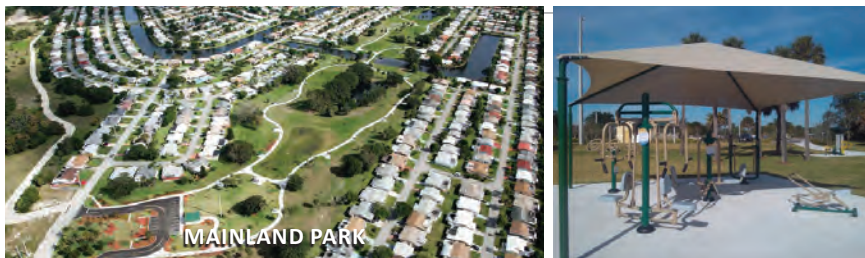
JON SHAMBO, LEED AP

Vice President of Operations / Senior Project Manager/ Permitting & RFP Compliance Manager

Jon has 43 years of field experience through all phases of total construction. He has worked on K-12 projects for Palm Beach, Broward and Miami-Dade County School Boards, parks, community centers, fire stations, interior build outs, and equestrian centers ranging from \$750k to \$14M and from 6,000 SF to 40,000sf. His knowledge of LEED certification requirements has been invaluable to projects like the Tamarac Public Service Complex for the City of Tamarac. Jon supervises, coordinates subcontractors, handles Owner concerns, reviews shop drawings, schedules updates and plans future activities with Project Managers.



PROJECT EXPERIENCE



SOUTHWEST COMMUNITY CENTER (AKA HERB SKOLNICK COMMUNITY CENTER) - Pompano Beach, FL

Construction of a new 17,000 SF Community Center / \$1,900,000

SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL (HISTORIC RESTORATION) - Fort Lauderdale, FL

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION - Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

MAINLANDS PARK - Tamarac, FL

CMAR/Design/Build of a new 23 acre passive park, restroom bldg, exercise trail / \$1,400,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

TAMARAC SPORTS COMPLEX EXPANSION - Tamarac, FL

CMAR/Design/Build of 3 new baseball fields, 5,000sf concession bldg and various site improvements / \$6,029,700

VETERANS PARK - Royal Palm Beach, FL

Construction of a new 12 acre park / \$4,807,000

VOLUNTEER PARK EQUESTRIAN CENTER - Plantation, FL

Clearing and grubbing 98 acres and construction of a new equestrian center / \$7,759,185

SOUTHGATE LINEAR PARK (AKA Tephord Park) - Tamarac, FL

CMAR/Design/Build of a new 14 acre park / \$2,666,150

EDUCATION

U.S. Navy (1973-1977)

CERTIFICATIONS

LEED AP

OSHA 30 Certification

OTHER NOTEWORTHY PROJECTS:

- Palmview Elementary School
- Ft. Laud. Fire Stations #3 & #29
- Mullins Park Maintenance Facility
- Seminole Palms Water Park
- Parkway Elementary
- Golden Glades Elementary
- Pine Villa Elementary
- Opa Locka Elementary
- Miami Dade Community College
- Palm Beach Central Fire Station
- West Palm Beach Drivers License Bureau
- South Florida Water Management



RESUMES OF KEY PERSONNEL

BRUCE BYRNES*Senior Estimator*

Results-oriented, hands-on construction and development professional with 40 years of expertise in all facets of the construction industry. Excellent track record of the successful completion of multi-million dollar projects throughout the United States, coordinating trades, developing partnerships and positive rapport with clients and design team while maintaining costs. Versed in contract negotiations, project estimating, and pending design problems, document preparation, permitting, building code and regulations compliance, purchasing and site management through certificate of occupancy.

**PROJECT EXPERIENCE****TERRAMAR PARK MULTI-USE FIELDS****ST. PAUL PARISH HALL EXPANSION / RENOVATION****SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL****(HISTORIC RESTORATION) - Fort Lauderdale, FL**

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION, Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

PARKLAND LIBRARY EXPANSION - Parkland, FL

New children's wing addition and renovations to existing library, \$3,397,000

EDUCATION

Bergenfield High School,
Bergenfield New Jersey
USMC Veteran and Instructor
in Amphibious Warfare

PROFESSIONAL SKILLS:

- Contract Management
- Estimating
- Pre-construction / Buyout
- Scheduling
- Planning and Development
- Value Engineering
- Cost Control
- Quality Control
- FF&E Coordination
- Project Management
- Project Close-out
- Warranty Administration

COMPUTER SKILLS:

Word, Excel, PowerPoint, Microsoft
Project, Outlook



RESUMES OF KEY PERSONNEL

STEVEN WESTERVELT*On-Site Project Manager / QC/QA*

As the Project Superintendent, Steve will provide overall supervision of project construction, scheduling, daily logs, site security, site safety, coordinate subcontractors, logistics and coordination of all site operations. Steven's diverse work experience of over 45 years ranges from corporate management to Director of Construction including sales, estimating, quality control, purchasing and inventory control. As a Safety Director, Steven maintained a safe environment during the project's construction activity period.

**PROJECT EXPERIENCE****TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL**

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

PARKLAND LIBRARY EXPANSION - Parkland, FL

New children's wing addition and renovations to existing library, \$3,397,000

RIVER RUN PARK IMPROVEMENTS - Miramar, FL

Park Improvements and Renovations / 1,050sf / \$673,165

BUNCHE PARK & FREDERICK DOUGLAS ELEMENTARY SCHOOLS - Miami, FL

Construction of two new elementary schools / 41,000sf-2story / \$14,377,000

EDUCATION

Fairleigh Dickinson University,
NJ, 1972

Engineering & Business Management

OTHER NOTEWORTHY PROJECTS

- North Community Park Sports Facility
- Doral Park Sports Facility
- Doral Meadows Park Athletic Fields
- Grapeland Heights Park Baseball Complex, Aquatic Complex and Community Center
- Lakewood Park Athletic Park
- Little Haiti Park Soccer Park
- Sunrise Athletic Complex
- Sunset Lakes Community Center, 32,000sf
- Doral Park Community Center, 5,000sf
- Broward County Mass Transit Support Facility, 17,500sf
- Broward County Traffic Engineering Facility, 27,000sf
- Wellington Community Center Renovations, First and Second Floor
- South Broward High School Aquatic Facility 4,800sf
- **CMAR** Miami Dade College North- Aquatic Facility/South Florida Homeland Security Training Center 14,000sf



RESUMES OF KEY PERSONNEL

ROBERT STARLING*Project Superintendent*

As the Project Superintendent, Bob will provide overall supervision of project construction, scheduling, daily logs, site security, site safety, coordinate subcontractors, logistics and coordination of all site operations. Bob has over 20 years of experience in the construction industry and completed several parks, K-12 projects, multifamily, faith base, mixed use and public facilities throughout South Florida. He has extensive experience in completing large, complex projects with quality, accuracy, on time and within budget. Prior to joining Di Pompeo, Bob has completed multi-million dollar projects for Turner and Pirtle Construction.

**PROJECT EXPERIENCE****RIVER RUN PARK IMPROVEMENTS - Miramar, FL**

Park Improvements and Renovations / 1,050sf / \$673,165

BUNCHE PARK & FREDERICK DOUGLAS ELEMENTARY SCHOOLS - Miami, FL

New Construction / 41,000sf-2story / \$14,377,000 /

SOUTHWEST MIAMI HIGH VOCATIONAL CENTER - Miami, FL

Renovations & New Construction / 56,000sf / \$6,516,495 /

TAMARAC PUBLIC SERVICE COMPLEX - Tamarac, FL

New Construction / 22,000sf / \$5,395,575 / Role: Project Superintendent

ST. PAUL PARISH HALL EXPANSION/ RENOVATION, Lighthouse Point, FL**CMAR** Renovations of an existing Parish with an 5,000sf addition / \$1,881,000**MAINLANDS PARK - Tamarac, FL****CMAR**/Design/Build of a new 23 acre passive park, restroom bldg, exercise trail / \$1,400,000**SOUTHGATE LINEAR PARK (AKA Tephord Park) - Tamarac, FL****CMAR**/Design/Build of a new 14 acre park / \$2,666,150**EDUCATION**

Broward Community College

Associate Degree in Civil Engineering

LICENSES / REGISTRATIONS / CERTIFICATIONS

State of Florida Licensed GC

03-CGC-1374A-X

OSHA & CPR 30 Hr.

OTHER NOTEWORTHY PROJECTS

- North West Regional Library, \$5M
- Pompano State Farmers Market office building, \$3M
- Everglades High School 375,000sf, (State School III), \$44M
- South Miami Hospital and Parking Garage, \$23M
- Delray Beach Condominium, 90 units, \$24M



RESUMES OF KEY PERSONNEL

RICHARD E. HOLTRETER*Project Superintendent*

Richard supervises/coordinates all subcontractors and works with Owner and Architect. He reviews shop drawings, updates schedules, monitors safety programs and pre-plan future activities with Project Managers. Richard has 20 years of experience throughout all phases in the construction industry. He has successfully completed multiple recreational facilities, offices, retail, warehouse spaces, bank build outs, day care facilities, university classrooms and labs, commercial kitchens, student housing, hotels, apartments and aquatic facilities.

**PROJECT EXPERIENCE****ST. PAUL PARISH HALL EXPANSION/ RENOVATION, Lighthouse Point, FL**

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

DORAL COUNTY CLUB RENOVATIONS - DORAL, FL

I-PIC THEATER MIZNER PARK - BOCA RATON, FL

MARIO'S OSTERIA 6,600SF RESTAURANT - BOCA RATON, FL

PRESTIGE ARCHITECTURAL STONE - POMPANO BEACH, FL

ROYAL PALM VILLAS HOTEL - PALM SPRINGS, FL

FLORIA HUMANE SOCIETY - DEERFIELD BEACH, FL

FLAGLER BANK IN N. PALM BEACH - NORTH PALM BEACH

NOVA SOUTHEASTERN UNIVERSITY-EAST CAMPUS - DAVIE, FL

CERTIFICATIONS

OSHA & CPR 30 HR

COMPUTER SKILLS

Excel, Word, Procore, Timberline and Expedition Project Management Software



RESUMES OF KEY PERSONNEL

PAUL LOGIUDICE*Project Superintendent*

Paul has over 38 years in the construction industry managing new construction projects, build-outs, and renovations. He has completed several parks, educational, multifamily, mixed use and public facilities throughout South Florida and holds certifications in both 30-hour OSHA and CPR.

As the Project Superintendent, Paul will be responsible for providing on-site coordination of all phases, including coordinating subcontractors, material and equipment, ensuring that specifications are being strictly followed, and work is proceeding on schedule and within budget, with strong emphasis on job site safety.

**PROJECT EXPERIENCE****HARD ROCK DOLPHIN STADIUM - Miami Gardens, FL**

27 acre Miami open tennis project.

BRIGHTLINE STATION APARTMENTS - West Palm Beach, FL

25 story complex, 12 story parking garage.

ICON LAS OLAS - Fort Lauderdale, FL

44 story, 272 high-end unit complex.

CONRAD APARTMENTS ON THE BEACH - Fort Lauderdale, FL

26 story, formerly Trump Towers. Project included renovation, remodel, refit, including site, shell, and interiors.

HARBORSIDE PLACE - Jupiter, FL

Six building, mixed use complex, including two hotels, community center, office suites, parking garages, restaurants, retail build-outs, amphitheater, and marina.

HABITAT FOR HUMANITY - Jupiter, FL

Challenged team to a "blitz build," consisting of 2 homes / 2 weeks turnkey. As Lead Superintendent, Accomplished project completion in 6 days!

COMMUNITY HUMANITARIAN RELATIONS - Fort Lauderdale, FL

Project included the conversion of five residential properties to commercial properties.

SOUTH TOWER AT CITY PLACE - West Palm Beach, FL

Project included 20 story condominium with sidewalk, retail spaces 1,000,000 SF

EDUCATION

United Technologies,
Construction Theory

Several Seminars for best construction practices, applications and critical paths.

CERTIFICATIONS

OSHA & CPR 30 Hour Certified

OTHER NOTEWORTHY PROJECTS

Broward Community Center, Pompano Beach, FL / renovations, roofing

Indian River Community College, Stuart, FL / Classroom building, chilled water plant.

Miami Dade Community College, Miami, FL / Criminal Academy Training building.



RESUMES OF KEY PERSONNEL

FRANK EATON

Project Superintendent

Frank brings over 20+ years of construction management skills and experience to facilitate quality control, budget adherence, vendor/client relationships from initial scope of work to close-out.

He has held a position as a Site Superintendent, Estimator and Project Manager. His responsibilities varied from creation of project schedule, interpretation of plans and sketches, independent review of scope of work, streamlining the purchase/bid process and material /vendor selection and management.

As the Project Superintendent, Frank will be responsible for providing on-site coordination of all phases, including coordinating subcontractors, material and equipment, ensuring that specifications are being strictly followed, and work is proceeding on schedule and within budget, with strong emphasis on job site safety.

PROJECT EXPERIENCE

BAPTIST FISHERMAN TEMPORARY HOSPITAL - Marathon, Florida

Healthcare Facility comprised of Four Single Story buildings, 8,500sf, \$5MM
AHCA Approved Healthcare Project

MOUNT SINAI MEDICAL CENTER - North Miami Beach, Florida

Aventura Outpatient Facility Infusion Expansion & Renovation Center, 9,600/sf \$2,3MM

PRIVATE RESIDENCE BEACH - Miami, Florida**HOUSE 8 - Miami, Florida****1000 MUSEUM - Miami, Florida****TOMMY BAHAMA RETAIL BOUTIQUE - Mizner Center Boca Raton, Florida & Las Olas Blvd Ft Lauderdale, Florida****TURNBERRY EXECUTIVE OFFICE CENTER - Aventura, Florida****BENIHANA RESTAURANT - Commercial /Intercoastal, Ft Lauderdale, Florida****GRAND LUXE CAFÉ/BAKERY - Sawgrass Mills Outlet Mall Sunrise, Florida****CHEESECAKE FACTORY RESTAURANT - Boca Raton, Florida****LEVITT HOMES & EXECUTIVE OFFICES - Ft Lauderdale, Florida****DELANO HOTEL - SOUTH BEACH MIAMI, FLORIDA****ROBERTO CAVALLI BOUTIQUE - BAL HARBOR SHOPPES MIAMI, FLORIDA****TRUMP DORAL NATIONAL - Doral, Florida**

Guest Lodge Remodel project



CERTIFICATIONS

OSHA & CPR 30HR.

KEY CHARACTERISTICS

- Detail orientated
- Punctual
- Self-motivated
- Focused on quality and timely completion of the project.
- I value the time of client and vendor alike.
- I am OSHA certified and strive to ensure a safe site at all times.

COMPUTER SKILLS

Expedition, Word, Excel, Outlook, Procore



RESUMES OF KEY PERSONNEL

CARRIE PEREIRA*Senior Project Coordinator*

Carrie has been a part of the Di Pompeo team for over 15 years and has 22 years of experience in the construction industry. She provides comprehensive document control for Di Pompeo's construction division. All RFI's, Subcontractor change orders, submittals, contracts, schedules, minutes, etc integral to a construction project are handled by Carrie utilizing the Primavera's Expedition Project Management program. Reports are generated weekly for Mr. Di Pompeo, the Project Manager, Superintendents, Subcontractors and Owner/Architect in order to provide strategic status of all topics. This allows all parties to visualize a potential problem and assemble as a team to expediently and successfully resolve issues.

**PROJECT EXPERIENCE**

SOUTHWEST COMMUNITY CENTER (AKA HERB SKOLNICK COMMUNITY CENTER) - Pompano Beach, FL

Construction of a new 17,000 SF Community Center / \$1,900,000

SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL (HISTORIC RESTORATION) - Fort Lauderdale, FL

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION, Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

MAINLANDS PARK - Tamarac, FL

CMAR/Design/Build of a new 23 acre passive park, restroom bldg, exercise trail / \$1,400,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

TAMARAC SPORTS COMPLEX EXPANSION, Tamarac, FL

CMAR/Design/Build of 3 new baseball fields, 5,000sf concession bldg and various site improvements / \$6,029,700

VETERANS PARK - Royal Palm Beach, FL

Construction of a new 12 acre park / \$4,807,000

VOLUNTEER PARK EQUESTRIAN CENTER - Plantation, FL

Clearing and grubbing 98 acres and construction of a new equestrian center / \$7,759,185

SOUTHGATE LINEAR PARK (AKA Tephord Park) - Tamarac, FL

Development of a new 14 acre park / \$2,666,150

COMPUTER SKILLS

Primavera Expedition, Computer Ease, Quickbooks, Excel, Word, Compusolve, CMIC

YEARS OF EXPERIENCE: 22 YEARS

Types of projects worked on in the past have been, Schools, parks, medical offices, & malls. Cost of projects worked on in past: \$1M - \$26M

SPECIFIC PAST PROJECT INVOLVEMENTS:

RFI's, Architect/Owner communication on daily basis, assisting Project managers with daily operations, remittances, submittals, pricing change orders.



RESUMES OF KEY PERSONNEL

MARIA DIPOMPEO VACCARO

Safety/Insurance Coordinator

Maria has over 16 years of experience in the construction industry. Her primary responsibilities include enforcing the company's insurance and safety program and ensuring that Di Pompeo Construction Corp. conforms to all human resource guidelines. She oversees, collects, and records weekly safety meetings, safety training and construction safety checklists. These are used as a preventive tool, as well as for monitoring proper attitude toward injury and illness prevention on the part of management and employees. In addition, Maria is responsible for obtaining necessary General Liability, Workers Compensation and Auto Liability from our subcontractors and keeping all certificates of insurance current. All certificates are maintained in our secure data base. In addition, warranty issues are handled by Maria after the closeout of a project.



PROJECT EXPERIENCE



SOUTHWEST COMMUNITY CENTER (AKA HERB SKOLNICK COMMUNITY CENTER) - Pompano Beach, FL

Construction of a new 17,000 SF Community Center / \$1,900,000

SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL (HISTORIC RESTORATION) - Fort Lauderdale, FL

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION - Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

BROWARD COUNTY PARKS EAST DISTRICT IMPROVEMENTS - Broward County, FL

Various new construction and modernization of parks throughout Broward County east of the Turnpike. / \$2,100,000

MAINLANDS PARK - Tamarac, FL

CMAR/Design/Build of a new 23 acre passive park / \$1,400,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

TAMARAC SPORTS COMPLEX EXPANSION, Tamarac, FL

CMAR/Design/Build of 3 new baseball fields, 5,000sf concession bldg and various site improvements / \$6,029,700

SOUTHGATE LINEAR PARK (AKA Tephord Park)- Tamarac, FL

Development of a new 14 acre park / \$2,666,150



RFQ No. P-26-19 CMAR Services for Various Park Improvement Projects

CERTIFICATIONS

- OSHA & CPR 10 HR.
- Licensed by the Florida Department of Education
- Florida Teaching Certificates; Primary Education (K-3), Elementary Education (1-6)
- Notary Public

COMPUTER SKILLS

Microsoft Outlook, Microsoft Word, Power Point, Excel and Primavera Oracle Sage

OTHER NOTEWORTHY PROJECTS

- Highlands Park Community Center, \$1,144,460
- Seminole Palms Aquatic Center AKA Calypso Bay, \$3,600,000
- Volunteer Park Equestrian Center, \$7,759,185
- Veterans Park Royal Palm Beach, \$4,807,000
- The Historic Venetian Pool Restoration, \$506,130



| DI POMPEO CONSTRUCTION CORP.

RESUMES OF KEY PERSONNEL

DIANE SALAFIA*Estimating Administrator*

Diane is a visionary Operations Administrator with solid experience managing all levels of projects including municipal, private, Heavy Civil, Airport & FDOT.

Diane's responsibilities include starting projects from bid research through completion, including all activities i.e. takeoff, bidding, budget, marketing, contract, pre-construction meeting, material procurement, progress report, billing, change orders, insurance, value engineering, punch list, customer service, customer survey, business development, permitting, bonding, notice to owner, collections.

PROJECT EXPERIENCE**TERRAMAR PARK MULTI-USE FIELDS****ST. PAUL PARISH HALL EXPANSION / RENOVATION**
**SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL
(HISTORIC RESTORATION) - Fort Lauderdale, FL**

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION - Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

PARKLAND LIBRARY EXPANSION - Parkland, FL

New children's wing addition and renovations to existing library, \$3,397,000

EDUCATION

Sacred Heart University, Connecticut
Computer Science:

BS Business Degree

KEY SKILLS

- Small business development
- Client account management
- Project management
- Budgeting expertise
- Leadership/communication skills
- Negotiations expert
- Product development
- Employee relations
- Product line expansion
- Self-motivated
- Customer Oriented
- Market research and analysis

COMPUTER SKILLS

Word, Excel, Outlook, PowerPoint, Adobe, Planswift, On Screen Takeoff, Bluebeam, QuickBooks, Sage, Procore, SmartBid, and proprietary programs.



RESUMES OF KEY PERSONNEL

DANNY BONILLA*Accounting Manager*

Danny has been a part of the Di Pompeo team for 4 years and has over 30 years of experience as an office accountant. He is in direct contact with the company accountant and handles any and all financial statements. In addition to those duties, he is also in charge of job costing, payroll, accounts receivable, accounts payable, maintain employee records, maintain attendance records, coordinate employee benefits (ie. 401k, health) notice to Owners, releases of liens. Danny utilizes Sage 300 Construction & Real Estate accounting software.

PROJECT EXPERIENCE**VETERANS PARK, ROYAL PALM BEACH****SOUTHGATE LINEAR PARK (AKA TEPHORD PARK)****SOUTHWEST COMMUNITY CENTER (AKA HERB SKOLNICK COMMUNITY CENTER) - Pompano Beach, FL**

Construction of a new 17,000 SF Community Center / \$1,900,000

BETTI STRADLING MEMORIAL PARK - Coral Springs, FL

36 acre site, three baseball and soccer fields, basketball and volley ball courts, picnic area, fitness trail, playground, memorial garden, concession/restroom building and parking. / \$2,100,000

TAMARAC SPORTS COMPLEX EXPANSION, Tamarac, FL

CMAR/Design/Build of 3 new baseball fields, 5,000sf concession bldg and various site improvements / \$6,029,700

VETERANS PARK - Royal Palm Beach, FL

Construction of a new 12 acre park / \$4,807,000

VOLUNTEER PARK EQUESTRIAN CENTER - Plantation, FL

Clearing and grubbing 98 acres and construction of a new equestrian center / \$7,759,185

SOUTHGATE LINEAR PARK (AKA Tephord Park)- Tamarac, FL

Development of a new 14 acre park / \$2,666,150

CALYPSO COVE AQUATICS FACILITY - Margate, FL

Construction of a new aquatic facility with a plunge pool with slide, competition and kiddy pool with interactive play structure, concession/restroom building, locker room, pump house, administrative offices, basketball courts, gazebos, playground area. / \$3,600,000



RFQ No. P-26-19 CMAR Services for Various Park Improvement Projects

EDUCATION

DeVry University & Keller Graduates
Miramar, FL
Bachelors; Accounting & Business
Administration

United Environmental Systems, Inc.,
New York, New York
Asbestos Handling/Abatement.
State of New York Asbestos Handler
AH-89-10662, EPA-AHERA 26539.

SKILLS

- **A/P:** Processing batching and matching invoices, job costing expense reports and credit card statements. Government billing and contracts administration, Military, FEMA, MDCPS, BCPS, PBC Schools. Prepare AIA billing to financial institutions, inspectors and engineers. Job Cost: New job and budget setup, payroll cost, review cost and research cost overruns.
- **Cash Management:** Month-end bank reconciliations. A/P, A/R, J/C, GL balances, and journal entries
- **Administration:** Contracts, change orders, RFI's, payment and performance bonds, releases of liens, notice to owners, Certificate of Insurance. Prepare permit books and submittals, address inspector's comments. City bonds, floating meters, notice of commencement, NOA's, POA's, address comments, and issues as needed. Notary Public, Notice to Owners. Worker's Comp and insurance audits. Bilingual read, write speak Spanish.



| DI POMPEO CONSTRUCTION CORP.

RESUMES OF KEY PERSONNEL

JOHN DI POMPEO SR.*Vice President, Treasurer & Secretary*

John Di Pompeo Sr. has extensive and diverse experiences in real estate development, bonding and banking relationships, health and benefit analysis. He is knowledgeable of current regulatory standards for construction of industrial, municipal, high-rise and apartment buildings, hospitals and institutions since 1960. John Sr. brings a veteran's experience and an "old school" knowledge of the construction industry that is unmatched or calculated.

**PROJECT EXPERIENCE**
SOUTHWEST COMMUNITY CENTER (AKA HERB SKOLNICK COMMUNITY CENTER) - Pompano Beach, FL

Construction of a new 17,000 SF Community Center / \$1,900,000

SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL (HISTORIC RESTORATION) - Fort Lauderdale, FL

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION, Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

BROWARD COUNTY PARKS EAST DISTRICT IMPROVEMENTS - Broward County, FL

Various new construction and modernization of parks throughout Broward County east of the Turnpike. / \$2,100,000

MAINLANDS PARK - Tamarac, FL

CMAR/Design/Build of a new 23 acre passive park / \$1,400,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

TAMARAC SPORTS COMPLEX EXPANSION, Tamarac, FL

CMAR/Design/Build of 3 new baseball fields, 5,000sf concession bldg and various site improvements / \$6,029,700

BETTI STRADLING PARK IMPROVEMENTS - Coral Springs, FL

CMAR/Design/Build of Various Park Improvements to a 36 acre site; new baseball, soccer, basketball, volleyball, fitness trail etc. / \$2,100,000

EDUCATION

Military 1957-1958 U.S. Army Specialist 4th Class

National Guard Reserves Member for ten years

OTHER NOTEWORTHY PROJECTS

- Highlands Park Community Center, \$1,144,460
- Seminole Palms Aquatic Center AKA Calypso Bay, \$3,600,000
- Volunteer Park Equestrian Center, \$7,759,185
- Veterans Park Royal Palm Beach, \$4,807,000
- The Historic Venetian Pool Restoration, \$506,130



RESUMES OF KEY PERSONNEL

IRIS SLONES*RFP and Proposal Coordinator*

Iris has over 20 years of experience in the construction industry. She coordinates vendors for marketing and advertising including photography, print production and in-house graphic design for proposal submittals and marketing collateral. Creates DCC's marketing calendar and attend industry events, trade shows and networking opportunities. Assembles RFPs and RFQs requiring strict responses individual to city, county, and municipality. Presents finalized data in a finished book and PowerPoint presentation to sell prospects of services.

**PROJECT EXPERIENCE****TERRAMAR PARK MULTI-USE FIELDS****ST. PAUL PARISH HALL EXPANSION / RENOVATION****SOUTH SIDE CULTURAL ARTS CENTER / SOUTH SIDE SCHOOL (HISTORIC RESTORATION) - Fort Lauderdale, FL**

Renovations of an existing school converted to a 12,000 sf Cultural Arts Center / \$3,536,000

ST. PAUL PARISH HALL EXPANSION/ RENOVATION - Lighthouse Point, FL

CMAR Renovations of an existing Parish with an 5,000sf addition / \$1,881,000

TERRAMAR PARK MULTI-USE FIELDS - Parkland, FL

Demolition and construction of new multi-purpose fields with sports lighting / \$1,027,700

PARKLAND LIBRARY EXPANSION - Parkland, FL

New children's wing addition and renovations to existing library, \$3,397,000

EDUCATION

Art Institute of Fort Lauderdale, 1986
Associate of Science in Graphic Design and Illustration

COMPUTER SKILLS

Acrobat, Photoshop, Illustrator, Freehand, InDesign, Dreamweaver, Excel, Word, PowerPoint, Prolog, Pipeline and Procore



RESUMES OF KEY PERSONNEL

C
MS **CONSTRUCTION MANAGEMENT SERVICES, INC.**
KEITH (ARMON PHILLIP) EMERY
Principal-in-Charge**Education:**

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

Work Experience:

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

Professional Background:

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

Project Experience:**Construction Management/Owner's Representative / Cost Control (Park Projects):**

Broward County – Vista View Park Expansion (Davie) and Prototype Park Facilities (includes Tradewinds Park in Coconut Creek and Carver Ranches Park in West Park) • City of Coconut Creek – Lakeside Park, Sabal Pines Park, and Donaldson Park and Coconut Creek Community Center, Fern Forest Nature Center, and Windmill Park Activity Center • City of North Miami Beach – Taylor Park, 167th Street Athletic Field, and Washington Park • City of Fort Lauderdale –Carter Park • City of Deerfield Beach – Pioneer Park Community Center

Cost Control / Cost Estimating (Park Projects):

City of Fort Lauderdale – Everglades Holiday Park • City of Hollywood – Young Circle Arts Park New Visual Arts Building • Palm Beach County – South County Regional Park (Boca Raton) • Martin County – Halpatiokee Regional Park Site Improvements (Stuart) • City of Fort Lauderdale – Civil Peoples Park • City of Parkland – Western Park Community Center and Amphitheatre • City of Lauderdale Lakes – Northgate Park • City of Miramar – Cultural Arts Center/Arts Park • Village of Royal Palm Beach – Commons Park • Town of Davie – Potter Park • City of Miami – Museum Park Miami, José Martí Park, The Underline (New Linear Park and Bicycle Path under Metrorail), and Virginia Key Park • City of Miami Beach – Grapeland Park, South Pointe Park, and Future Community Park (former Par 3) • City of Miami Lakes – Royal Oaks Park Community Center • City of Sunny Isles Beach – Heritage Park and Parking Garage • ,City of Boca Raton – Countess de Hoernle Park, Meadows Park – Walkway and Pool Lighting, Hughes Park – Site Lighting, Woodlands Park – Site Lighting, and Gumbo Limbo Nature Center • University of Miami – Wellness Park • City of Deerfield Beach – Sullivan Park Redevelopment • City of Dania Beach – Ocean Park Revitalization

Continued...

QUANTITY SURVEYORS COST CONSULTANTS CONSTRUCTION MANAGERS



RFQ No. P-26-19 CMAR Services for Various Park Improvement Projects

| DI POMPEO CONSTRUCTION CORP.

RESUMES OF KEY PERSONNEL

Keith Emery Resume
Page Two

Cost Control / Cost Estimating (Park Projects) – Continued:

Plan • City of Aventura – Aventura Park Development • Waller Park Renovations – ADA Improvements (Tallahassee) • City of Tamarac – Tamarac Village Park • Lake Worth Oceanfront Park Beach Complex (Casino Building)

Other Expertise in the Construction-Related Field:

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

Professional Organizations and Affiliations:

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

RESUMES OF KEY PERSONNEL

C
MS CONSTRUCTION MANAGEMENT SERVICES, INC.
PARK PROJECTS

Project Name / Location	Nature Of Work	Cost of Entire Project \$	Year CMS, Inc. Completed Services	Owner's Name / Address / Phone
Hollywood Central Performing Arts Center & Visual Arts Building with Park Area Hollywood, FL (Project Site Size = 10 Acres [downtown]; includes park area landscaping, art works, fountain, children's play area, water fountains, lighting, etc.; Visual Arts Center Size = 11,000 SF [includes classrooms & teaching workshops]); Performing Arts Center not yet built	Design Development Cost Estimating	Entire Project = 17,000,000 (Park Area = 8,700,00)	1999	City of Hollywood, FL c/o IBI Group, Inc. (formerly: Scharf & Associates) 2200 Park Central Boulevard North, Suite 100 Pompano Beach, FL 33064 Contact: Marvin Scharf, AIA Title: Principal-Architecture Phone: (954) 974-2200 , Ext. 263
Halpatiokee Regional Park Stuart, FL (Phase I - Site Improvements, which included: Landscape & Irrigation, Site Electric, Baseball Fields, Soccer Fields, Tennis Courts, Roller Hockey Rink, Site Furnishings, 3 Concession Buildings, Maintenance Building, Special Construction)	Construction Documents Cost Estimating	9,528,158	2001	Martin County, FL c/o Glatting Jackson Kercher Anglin Lopez Rhinehart 222 Clematis Street, Suite 200 West Palm Beach, FL 33401 Contact: David Barth, AICP, ASLA, CPRP Title: Principal-in-Charge Phone: (561) 659-6552
Potter Park Master Plan – Community Center and Gymnasium Building Davie, FL (Project Site Size = 86,825 SF; Gymnasium Building Size = 20,250 SF)	Design Development / Construction Documents Cost Estimating	2,088,172	2001	Town of Davie, FL c/o IBI Group, Inc. (Formerly: Scharf & Associates) 2200 Park Central Boulevard North, Suite 100 Pompano Beach, FL 33064 Contact: Chris Zimmerman, AIA (Presently President of CPZ Architects at 954-792-8525) Contact at IBI Group: Marvin Scharf, AIA Title: Principal – Architecture Phone: (954) 974-2200
South County Regional Park – Tennis Center Boca Raton, FL (Building Size: 3,715.00 SF)	Construction Documents Cost Estimating	448,627	2001	Palm Beach County c/o Stephen L. Boruff AIA, Architects + Planners, 901 Northpoint Parkway, Suite #101 West Palm Beach, FL 33407 Contact: Philip F. Luchner Title: Senior Vice President Phone: (561) 471-8520
Western Park – Phase I Parkland, FL (includes: Concession Building = \$362,817; Electric Building = \$26,636; Site Improvements = \$4,136,536)	Construction Documents Cost Estimating	4,525,989 (Total)	2002	City of Parkland, FL <u>For Concession and Electric Buildings:</u> c/o Robert McDonald & Associates, P.A. 3301 North East 17th Court Fort Lauderdale, Florida 33305 Contact: Robert McDonald, Architect Phone: (954) 563-6225 <u>For Site Improvements:</u> c/o EDSA 1512 E. Broward Boulevard, Suite #110 Ft. Lauderdale, FL 33301 Contact: Scott Lamont Title: Associate Principal Phone: 954-524-3330

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RESUMES OF KEY PERSONNEL

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CONSTRUCTION MANAGEMENT SERVICES, INC.

PARK PROJECTS

Project Name / Location	Nature Of Work	Cost of Entire Project \$	Year CMS, Inc. Completed Services	Owner's Name / Address / Phone
Washington Park North Miami Beach, FL (Restroom Renovation; Size = 4,100 SF)	Construction Management / Owner's Representative	42,488	2004	City of North Miami Beach 2080 N.E. 160th Street North Miami Beach, FL 33162 Contact: Mr. Hiep B. Huynh, P.E. Title: City Engineer Phone: (305) 948-2967
Civil Peoples Park Ft. Lauderdale, FL (Site Work for Park Improvements)	Design Build Construction Documents Cost Estimating	370,446	2004	City of Ft. Lauderdale Department of Public Services Architecture Bureau 100 N. Andrews Avenue, 5 th Floor Ft. Lauderdale, FL 33301 Contact: Alan Gavazzi, AIA Title: Chief Architect Phone: 954-828-5162
Broward County Prototype Park Facilities 1) Tradewinds Park – Coconut Creek, FL (Maintenance Building = \$1,621,961 Size: 13,680.69 S.F) 2) Carver Ranches Park – West Park, FL (Covered Basketball Courts w/Tubular Steel Decorative Cage = \$271,527 Size = 11,979.91 SF)	Construction Management / Owner's Representative / Construction Documents Cost Estimating	1,893,488	2004	Broward County c/o Cartaya and Associates, Inc. 2400 E. Commercial Boulevard, Suite 415 Ft. Lauderdale, FL 33308 Contact: Valerie J. Amor Title: Project Manager Phone: (954) 771-2724
Western Park - Community Center and Amphitheater Parkland, FL (Amphitheater Size: 2,200.00 SF; Community Center Size: 22,300.00 SF)	Construction Documents Cost Estimating	4,752,477	2004	City of Parkland c/o EDSA 1512 E. Broward Boulevard, Suite #110 Ft. Lauderdale, FL 33301 Contact: Scott Lamont Title: Associate Principal Phone: 954-524-3330 <u>and</u> c/o Garcia Brenner Stromberg, Architecture 751 Park of Commerce Blvd, Suite 118 Boca Raton, FL 33487 Contact: Stuart Brenner Title: Principal Phone: 561-241-6736
Young Circle Arts Park Hollywood, FL (Phase II – New Visual Arts Building; Size = 59,018 SF)	Construction Documents Cost Estimating	3,998,496	2005	City of Hollywood Department of Design and Construction Mgmt. 2717 Van Buren Street P.O. Box 229045 Hollywood, FL 33022-9045 Contact: Jintendra A. Patel, P.E. Title: Director Phone: (954) 921-3254 <u>and</u> c/o IBI Group, Inc. (formerly: Scharf & Associates) 2200 Park Central Boulevard, Suite 100 Pompano Beach, FL 33064 Contact: Marvin Scharf Title: Principal – Architecture Phone: (954) 974-2200

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José Martí Park- Phase II, Gymnasium (Park Renovations) and Chiller Building Enclosure Miami, FL (Gymnasium Building Size = 38,000 SF; Chiller Enclosure Size = 1,372 SF)	Construction Documents Cost Estimating	6,374,371	2005	City of Miami c/o Zyscovich Architects 100 North Biscayne Boulevard, 27 th Floor Miami, FL 33132 Contact: Debora L. Fields Title: Project Manager Phone: (305) 372-5222 <u>and</u> c/o HDR Engineering 15450 New Barn Road, Suite 304 Miami Lakes, FL 33014 Contact: Will Suero Phone: (305) 728-7401
Grapeland Park — Ash and Contamination Removal; Backfilling with Clean Fill Miami Beach, FL (Approximately 48,400 tons of material to be removed, hauled off and backfilled for approximate period of 4 months)	Change Order Proposal Analysis	4,192,918	2005	City of Miami Beach c/o URS Corporation Capital Improvements Department 444 SW Second Avenue, 10 th Floor Miami FL 33130 Contact: Natalie Hosein, Project Manager Phone: (305) 416-1089 <u>and</u> c/o HDR Engineering 15450 New Barn Road, Suite 304 Miami Lakes, FL 33014 Contact: Will Suero Phone: (305) 728-7401
City of Lauderdale Lakes — Northgate Park Expansion Lauderdale Lakes, FL (Park improvements/expansion)	Construction Documents Cost Estimating	1,664,846	2005	City of Lauderdale Lakes Office of Engineering & Construction Management Services 4300 NW 36 th Street Lauderdale Lakes, FL 33319 Contact: Sharon P. Hannah Phone: (954) 535-2825
Pine Trails Park — Phases II & III Parkland, FL (Development of park which included for Phases II & III Site Work, Maintenance Facility, Concession Building, Pavilion, Amphitheater, Community Center, Tennis Building, and Restroom Building)	Phase II - Construction Documents Cost Estimating Phase III - Schematic Design Cost Estimating	Phase II - 10,444,410 Phase III = 10,056,264	2005	City of Parkland EDSA 1512 E. Broward Boulevard, Suite 110 Fort Lauderdale, FL 33301 Contact: Scott Lamont Title: Architect Phone: (954) 524—3330
Miramar Cultural Arts Center / Arts Park Miramar, FL (Project Site Size = 86,994 SF; New Center's Size = 48,618 SF)	Schematic Design / Construction Documents Cost Estimating	16,172,650	2006	City of Miramar Engineering Services Dept. 2200 Civic Center Place Miramar, FL 33025 Contact: Luis A. Lopez, P.E., City Engineer Phone: (954) 602-3316 <u>and</u> Cartaya and Associates, Inc. 3077 E. Commercial Boulevard, Suite 201 Ft. Lauderdale, FL 33308 Contact: Mario Cartaya, Principal Phone: (954) 771-2724

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Project Name / Location	Nature Of Work	Cost of Entire Project \$	Year CMS, Inc. Completed Services	Owner's Name / Address / Phone
South Pointe Park – Improvements Miami Beach, FL (Project Site Size = 696,960 SF; New Pavilion Building = 3,523 SF; Vehicular Storage = 3,300 SF; also, walking path, children's playground landscaping, landform to serve as viewing area)	Construction Documents Cost Estimating	16,464,485	2006	City of Miami Beach c/o Hargreaves Associates 180 Varick Street, Suite 1304 New York, NY 10014 Contact: Jamie Maslyn Title: Associate Phone: (212) 337-9973
Everglades Holiday Park Ft. Lauderdale, FL (New Park with Entrance Building, Welcome Center, Nature Studies Areas, Museum, Restaurant/Bar, 12 Cabins, and Site Development Areas)	Order of Magnitude Cost Estimating	Alternate I = 21,106,934 Alternate II = 21,871,674	2007	Broward County, FL c/o URS Corporation 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487 Contact: Christopher Macey, RLA Phone: (561) 994-6500
The Village of Royal Palm Beach – Commons Park Royal Palm Beach (New Clubhouse, Sporting Center, Restroom Facility; Clubhouse Size = 7,000 SF; Sporting Center Size = 10,288 SF; One Restroom Building = 1,190 SF)	Design Development Cost Estimating	6,543, 018	2007	Village of Royal Palm Beach, FL c/o IBI Group 2200 Park Central Boulevard, Suite 100 Pompano Beach, FL 33064 Contact: Marvin Scharf Title: Principal-Architecture Phone: (954) 974-2200
Pioneer Park – Phase I (New Community Center) Deerfield Beach, FL (Grounds and New 2-Story Community Center; Building Size: 38,352 SF) (Project has total of 4 Phases)	Construction Management / Owner's Representative	8,500,000 (Building Only)	2007 (Remaining four phases of project on hold since 2007)	City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach, FL 33441 Contact: Vince Kendrick Title: Director of Community Services Phone: (954) 480-4423
Countess deHoernle Park Boca Raton, FL (Development of park: Project Site Size = 3,267,000 SF A) 4 baseball fields – Baseball Building = 5,110.88 SF, B) 4 soccer fields – Soccer Building = 3,682 SF; C) Accompanying Restroom and Pavilion Building D) Parking and Vehicular Access)	Construction Documents Cost Estimating	22,393,190	2007	City of Boca Raton, FL The Greater Boca Raton Beach and Parks District c/o Kimley-Horn and Associates, Inc. 4431 Embarcadero Drive West Palm Beach, FL 33407 Contact: Angelina Fairchild, P.E. Phone: (561) 845-0665

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Fern Forest Nature Center Coconut Creek, FL (Included: 1. Overlook = \$43,378.00; 2. Restroom Renovation = \$272,096 Size = 880.38 SF; 3. A/C [1 st & 2 nd fl. Replacement = \$47,590; 4. Re-roofing = \$105,679; Size = 6,472 SF)	Schematic Design / Construction Documents Cost Estimating / Owner's Representative	468,752	2008	Broward County, FL Community Services Department Parks and Recreation Division One North University Drive, Bldg. B, Ste. 40 Plantation, FL 33324 Contact: Richard Voss Title: Project Manager III Phone: (954) 577-4633
City of Oakland Park – Downtown Park Building Oakland Park, FL (Renovation of Warehouse into a Civic Building where park area will be forthcoming; includes: Lobby, Two Meeting Rooms, Catering, Storage, and Restrooms)	Schematic Design Cost Estimating	921,381	2008	City of Oakland Park c/o CPZ Architects, Inc. 4316 West Broward Boulevard Plantation, FL 33317 Contact: Chris P. Zimmerman, AIA Title: President Phone: (954) 792-8525
City of Sunny Isles Beach – Heritage Park and Parking Garage Sunny Isles Beach, FL (Development of new Park with Parking Garage; Project Site Size = 162,260 SF; Park Size = 119,406 SF; New Parking Garage = 182,480 SF with 7 levels and 499 car spaces)	Preliminary / Construction Documents Cost Estimating / Value Engineering	13,754,537	2008	City of Sunny Isles Beach c/o AECOM (fka: Spillis Candela DMJM) 800 Douglas Entrance North Tower, 2nd Floor Coral Gables, FL 33134 Contact: Nina Gladstone Title: Senior Associate Telephone: (305) 444-4691
Museum Park Miami – Phase I Miami, FL (Preparation of ground site of new park that will be located on the south side of a new museum; includes demolition / development / irrigation / excavation / tree pruning/tree repair & placement; Size = 45.52 acres)	Master Plan / Schematic Design / Design Development Cost Estimating	38,276,256	2009	City of Miami, FL c/o Cooper, Robertson & Partners 311 West 43rd Street New York, NY 10036 Contact: Michael Jasper Title: Principal Phone: (212) 247-1717

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PARK PROJECTS

Project Name / Location	Nature Of Work	Cost of Entire Project \$	Year CMS, Inc. Completed Services	Owner's Name / Address / Phone
<p>Miami Museum Park – (Phase I - Parking Garage)</p> <p>(Construction of new underground parking garage that will be located on the south side of a new park that will house a new museum; Size of Garage = 89,908 SF [including ramps and stairways]; 225 Parking Spaces for One-Level; Alternates include: Chain Link Fence at Retaining Walls; Curb & Gutter/Drainage Structures; Sod & Irrigation; Tapered Concrete Slab at North Stair Roof; 6" Concrete Slab at North Stair Roof)</p>	<p>Schematic Design Cost Estimating / Design Development Cost Estimating</p>	13,892,316	2009	<p>City of Miami, FL c/o Cooper, Robertson & Partners 311 West 43rd Street New York, NY 10036 Contact: Michael Jasper Title: Principal Phone: (212) 247-1717</p>
<p>Miami Museum Park – Phase II (Park Development)</p> <p>(Park includes: Site amenities and furnishings, an entry garden, a culture garden, a palm garden, a children's garden, a park pavilion, a service yard wall, kiosk and terrace, a grove trellis, and south slip ramp and stairs)</p>	<p>Construction Documents Cost Estimating</p>	<p>46,380,947 (2010) 54,152,499 (2014) (for Construction of Staging Area, add 297,000)</p>	2010 / 2014	<p>City of Miami, FL c/o Cooper, Robertson & Partners 311 West 43rd Street New York, NY 10036 Contact: Michael Jasper Title: Principal Phone: (212) 247-1717</p>
<p>Vista View Park Expansion – (Part of Broward County Regional Parks Group) Davie, FL</p> <p>(Development of Unused Section of Park Project Site = 104.53 acres; 70 acres were expanded from original park; included: construction of a maintenance building; administrative office building; restroom buildings; picnic shelters; children's playgrounds; fitness trails with exercise stations; horse trail; paved pathways for jogging, walking, bicycling and in-line skating; fishing and boating docks; and basketball courts. Admin. Office / Gate = 2,411 SF Maintenance Building = 1,396 SF Large Picnic Shelters #1 = 1,296 SF Large Picnic Shelters #2 = 1,296 SF Medium Picnic Shelter #1 = 900 SF Medium Picnic Shelter #2 = 900 SF Small Picnic Shelter #1 = 576 SF Small Picnic Shelter #2 = 576 SF Restroom Building #1 = 625 SF Restroom Building #2 = 625 SF)</p>	<p>Schematic Design / Design Development / Construction Documents Cost Estimating / Also: Contract Administration / Construction Inspections</p>	8,378,472	2009	<p>Broward County, FL c/o URS Corporation 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487 Contact: Brett Oldford, P.E. Title: Senior Civil Engineer Phone: (561) 994-6500</p>

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PARK PROJECTS

Project Name / Location	Nature Of Work	Cost of Entire Project \$	Year CMS, Inc. Completed Services	Owner's Name / Address / Phone
City of Pompano Beach – New Emergency Generator for: a) North Broward Park b) Highland Community Center	Construction Documents Cost Estimating	a) 182,201 b) 179,729	2011	City of Pompano Beach, FL c/o Bermello Ajamil & Partners, Inc. One East Broward Boulevard, Suite 800 Ft. Lauderdale, FL 33301 Contact: Scott A. Bakos Title: Partner Phone: (954) 467-1113
South Pointe Park Pier Project Miami Beach, FL (Demolition of old and construction of new Fishing Pier)	GMP Construction Documents Cost Estimating	4,344,145	2012	City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33109 Contact: Matilde "Mattie" E. Reyes, R.A. Title: Senior Project Coordinator Phone: (305) 673-7071
University of Miami – Wellness Park Miami, FL (Conversion of a Parking Lot into a Park; Size of Park: 1.29 Acres [56,090 SF])	Conceptual Design Cost Estimating	1,669,132	2012	State of Florida – Department of Education c/o Kimley-Horn and Associates, Inc. 1221 Brickell Avenue, Suite 400 Miami, FL 33131 Contact: George E. Puig, RLA Title: Manager Phone: (305) 673-2025
City of Fort Lauderdale – South Side School Redesign – South Exterior (Park Site) (Site Work and Construction of Restrooms and Park Pavilion)	Construction Documents Cost Estimating	865,296	2012	City of Fort Lauderdale, FL 100 N. Andrews Avenue, 5 th Floor Fort Lauderdale, FL 33301 Contact: Frank C. Snedaker, AIA, LEED AP Title: Chief Architect Phone: (954) 828-6025
City of Miami Beach – Alexander Muss Park Pavilion Renovation (Renovation of bathrooms to ADA Compliance)	Construction Documents Cost Estimating	263,460 (Add New Canopy Roof = 22,538)	2014	City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33109 Contact: Dewayne Gordon Title: Capital Projects Coordinator Phone: (305) 673-7071, Ext. 6698
Sullivan Park Improvements Deerfield Beach, FL (Site Work = 130,519 SF; Restroom Building = 1,520 SF; Includes boat slips for transient boats, floating docks for canoes and kayaks, pedestrian boardwalk along the water's edge connecting to the Cove Shopping Center, and the creation of pleasant park Space)	Construction Documents Cost Estimating	4,672,410	2014	City of Deerfield Beach CRA 150 N.E. 2nd Avenue Deerfield Beach, FL 33441 Contact: Mr. Hiep B. Huynh, P.E. Title: CRA Project Manager Phone: (954) 480-4402

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PARK PROJECTS

Project Name / Location	Nature Of Work	Cost of Entire Project \$	Year CMS, Inc. Completed Services	Owner's Name / Address / Phone
Revitalization of Ocean Park – Phase I Dania Beach, FL (Site Size for Phase I only = 76,000 SF; Refurbishment of the existing park which includes restroom buildings renovation, new kayak building, new pedestrian drop-off/pickup area at park entrance, furnishings (benches, grills, trash receptacles, picnic tables, hammock, volleyball nets & wood supports), new dumpster, sand dune restoration, lighting, and landscaping)	Design Development / Construction Documents Cost Estimating	2,694,212	2015	City of Dania Beach, FL c/o EDSA 1512 E. Broward Boulevard, Suite 110 Fort Lauderdale, FL 33301 Contact: John Torti, PLA, ASLA Title: Associate Phone: (954) 524-3330
City of Aventura – 188th Street Park (Phases I & II) Aventura, FL (Size of Project: 60,245 SF; Park development which includes: Site Work, Waterfront Walkway, Bulkhead or Marine Construction, Signage, Irrigation, Landscaping, Paving/Curbs, Playground Area with Canopy, Exercise Area/Equipment with Canopy, Site Furnishing [benches, covered bench canopies, litter receptacles, bike racks, playground equipment, exercise equipment, fences, gates, shade structures, drinking fountains, bicycle racks, park tables/chairs, bollards, grills, etc.]	Conceptual Order of Magnitude / Construction Documents Cost Estimating	1,705,269	2015	City of Aventura, FL c/o Bermello Ajamil & Partners, Inc. 2601 South Bayshore Drive, Suite 1000 Miami, FL 33133 Contact: Randy P. Hollingworth Title: Director - LA Studio, Planning, Urban Design Phone: (305) 859-2050
Waller Park Renovations - ADA Improvements at the Florida State Capitol Tallahassee, FL (100,000 SF renovations to plaza at Florida State Capitol)	Construction Documents Cost Estimating	21,806,504	2015	State of Florida c/o Childers Construction Co. 3472 Weems Road # 1 Tallahassee, FL 32317 Contact: Michael W. Clark Title: Project Manager Phone: (850) 222-2281
Hughes Park - Site Lighting Boca Raton, FL	Construction Documents Cost Estimating	\$47,548	2016	City of Boca Raton, FL c/o TLC Engineering 800 Fairway Drive, Suite 250 Deerfield Beach, FL 33441-1816 Contact: Jason Stinchcomb, PE, LEED-AP, CxA Title: Associate, Senior Electrical Engineer Phone: (954) 401-6130

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Meadows Park - Walkway Lighting Boca Raton, FL	Construction Documents Cost Estimating	110,506	2016	City of Boca Raton, FL c/o TLC Engineering 800 Fairway Drive, Suite 250 Deerfield Beach, FL 33441-1816 Contact: Jason Stinchcomb, PE, LEED-AP, CxA Title: Associate, Senior Electrical Engineer Phone: (954) 401-6130
University of Woodlands Park - Site Lighting Boca Raton, FL	Construction Documents Cost Estimating	177,301	2016	City of Boca Raton, FL c/o TLC Engineering 800 Fairway Drive, Suite 250 Deerfield Beach, FL 33441-1816 Contact: Jason Stinchcomb, PE, LEED-AP, CxA Title: Associate, Senior Electrical Engineer Phone: (954) 401-6130
Town of Cutler Bay – Town Center Plaza – Skateboard Park Cutler Bay, FL (Development of a Skateboard Park within a newly developed park area; Project Site Size = 9,100 SF)	Conceptual Cost Estimating	2,079,100	2017	Town of Cutler Bay, FL c/o Kimley-Horn and Associates, Inc. 1221 Brickell Avenue, Suite 400 Miami, FL 33131 Contact: George Puig, RLA Title: Senior Project Manager Phone: (305) 673-2025
Meadows Park – Pool Lighting (Boca Raton, FL) (Includes demo/patch walkway, landscaping, irrigation, concrete pad at new inverter, electrical, utility pull boxes)	Construction Documents Cost Estimating	69,537	2017	City of Boca Raton, FL: c/o TLC Engineering for Architecture 800 Fairway Drive, Suite 250 Deerfield Beach, FL 33441-1816 Contact: Vincent McNish P.E., CPD, LEED AP BD+C, CxA Title: Associate/Senior Mechanical Project Engineer Phone: (786) 514-7301
City of Miami –The Underline (Dog Park) – Phase I, Brickell Backyard River Trail Miami, FL (Development of a Dog Park adjacent to The Underline (linear park) located under the Metrorail; Dog Park includes doggy fountain, landscaping, walkway, and benches; Size = ½ Acre)	Conceptual Cost Estimating	1,340,883	2017	City of Miami, FL c/o James Corner Field Operations 475 Tenth Avenue New York, NY 10018 Contact: Isabel Castilla Title: Principal/Senior Associate Phone: (212) 433-1450, Ext. 233
City of Miami – The Underline – Phase I, The Brickell Backyard River Trail – Contaminated Soil Remediation (Soil removal, replacement, compaction)	Construction Documents Cost Estimating	1,503,350	2017	City of Miami, FL c/o James Corner Field Operations 475 Tenth Avenue New York, NY 10018 Contact: Isabel Castilla Title: Principal/Senior Associate Phone: (212) 433-1450, Ext. 233

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Project Name / Location	Nature Of Work	Cost of Entire Project \$	Year CMS, Inc. Completed Services	Owner's Name / Address / Phone
City of Tamarac – Tamarac Village Park Tamarac, FL (Development of one-acre park including a stage, supporting building to house restrooms, storage and IT; also, greenspace, walkways, and splash pad area)	Order of Magnitude Cost Estimating	3,204,629.14	2018	City of Tamarac, FL c/o CPZ Architects, Inc. 4316 West Broward Boulevard Plantation, FL 33317 Contact: Chris P. Zimmerman, AIA Title: President Phone: (954) 792-8525
City of Lake Worth – Beach Complex Lake Worth, FL (Renovation of existing oceanfront municipal park including casino building, new service area, new swimming pool, new drop-off area, new stage area, new maintenance facility, parking lots/parking garage, new stair elevator tower; Size = Approx. 13 acres)	Order of Magnitude Cost Estimating	59,015,031	2018	City of Lake Worth, FL c/o CPZ Architects, Inc. 4316 West Broward Boulevard Plantation, FL 33317 Contact: Chris P. Zimmerman, AIA Title: President Phone: (954) 792-8525
Town of Cutler Bay – Town Center Plaza Cutler Bay, FL (Development of Park Area and Parking Lot with Pedestrian Crossing, Shelter, Fitness Stations with Shade Structure, Event Lawn, Monument Sign, Outdoor Covered Stage, Restroom Building, Skate Park, Water Feature, Landscaping, Irrigation, Bike Racks, Site Lighting, Drinking Fountain, Concrete Benches, Main Promenade Plaza; Project Site Size = 3 Acres)	Conceptual Cost Estimating	13,908,381	2018	Town of Cutler Bay, FL c/o Kimley-Horn and Associates, Inc. 1221 Brickell Avenue, Suite 400 Miami, FL 33131 Contact: George Puig, RLA Title: Senior Project Manager Phone: (305) 673-2025
Miami Beach Community Park (former Par 3) Miami Beach, FL (Development of a public park on land that was previously a golf course; will include tennis courts/center, restrooms, fitness center, shelters, landscaping, water feature to be constructed, etc.; Size = 19 Acres)	Design Development / Construction Documents Cost Estimating	15,210,295	2018	City of Miami Beach, FL c/o Savino Miller 12345 NE 6 th Avenue, @#A Miami, FL 33161 Contact: Barry Miller, ASLA Title: Principal Phone: (305) 895-9082, Ext. 302
Gumbo Limbo Nature Center Boca Raton, FL (New construction including parking garage [230 spaces], entry building, auditorium/classroom building, aquarium building and renovation of existing facilities; Size = 30,000 SF total for all buildings)	Conceptual Cost Estimating	64,281,896	2018	City of Boca Raton, FL c/o EDSA 1512 E. Broward Boulevard, Suite 110 Fort Lauderdale, FL 33301 Contact: Stephanie Main, PLA Title: Designer Phone: (954) 524-3330

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Virginia Key Park Miami, FL (Development of new park which will be on roof of newly-constructed 1-story parking garage w/500 car spaces; park will extend to ground level; also, ½ mile of new roads, bike paths, children's climbing wall, 4 new pedestrian bridges, new Visitors Center Building [10,000 SF]; Size of Project Site = 20+ acres)	Conceptual Cost Estimating	227,215,199	2019	City of Miami, FL c/o Civitas 1200 Bannock Street Denver, CO 80204 Contact: Robin Rooney Norcross Title: Landscape Architect Phone: (303) 571-0053, Ext. 133

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TAB 9

REFERENCES

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General Contractor • Design Builder • Construction Manager

REFERENCES

PREVIOUS PROJECTS PERFORMED FOR THE CITY OF POMPANO BEACH

1) City of Pompano Beach

1201 Northeast 5th Avenue
Pompano Beach, Florida 33069
Clayton Young (954) 786-4029

The Herb Skolnick Community Center: New 17,000 SF community center with a ball room and stage, kitchen, library and media room, offices, a Sheriff's Substation, and two acres of parking on a four acre site. **Cost:** \$1,900,000

Completed: March 2004

REFERENCES FROM PAST PROJECTS PERFORMED BY DI POMPEO CONSTRUCTION

1) Broward County Parks & Engineering Dept.

Purchasing Division
115 S. Andrews Ave., Room 212
Fort Lauderdale, FL 33301
Shobhan Smart (Retired). Please contact,
Martin Gross, Parks Planning and Design
(954) 577-4650

Various new construction and modernization projects throughout Broward County, east of the Turnpike, including, but not limited to: new/renovation of parking lots, new playgrounds, upgrades and replacement to safety surfaces, basketball and tennis court resurfacing, playcourt resurfacing, land clearing, and re-roofing. **Cost:** \$2,334,085

2) City of Tamarac

6011 Nob Hill Road, Tamarac, FL 33321
John Doherty, City Engineer
(954) 597-3706

Tamarac Sports Complex: Three new baseball fields with dugouts and bleachers, batting cage with artificial turf, sports field lighting, 5,000 SF concession building with second floor viewing area, kitchen, elevator, two new parking lots, resurfacing of existing lots, new playground with pavilion and safety surface, fishing pier, kiosk, outdoor hockey rink, exercise trail, walking path, and concrete paving on a fifteen acre site. **Cost:** \$6,029,700

REFERENCES

3) City of Tamarac

6011 Nob Hill Road, Tamarac, FL 33321
 Greg Warner, Director of Parks and Recreation
 (954) 303-9395

Tamarac Park Recreation and Community Center and Fields: Demolish the existing 10,000 SF building and replace it with a 15,100 SF, two-story, precast hollow core slab, metal truss, metal roofed community center with instructional kitchen, game room, offices, meeting rooms, arts and crafts rooms, concession stand and restrooms, as well as the installation of new dugouts and bleachers at the existing ball fields, new CCTV system, and the reconfiguration of existing parking lots for proper circulation and positive drainage. **Cost:** \$4,033,000

4) Bermello Ajamil & Partners, Inc.

900 SE 3rd Ave, Ste. 203
 Fort Lauderdale, Florida 33316
 Scott Bakos, Architect
 (954) 627-5109

Highlands Park Community Center: Construct a new 3,000 SF Community Center building and parking lot on a tight site with a fast schedule. Project details include a variable refrigerant AC unit, a large paver and aluminum trellis area, and a prep kitchen. **Cost:** \$1,144,460

5) City of Fort Lauderdale

100 N. Andrews Avenue, Ft. Lauderdale, Florida 33301
 Scott Teshky
 (954) 828-6195

South Side Cultural Arts Center (AKA South Side School): Convert existing vacant school to new 12,000 Sq. Ft. City community arts center with parks and recreation office, fitness center, locker room, changing room, arts & crafts space, teaching kitchen, break room, restrooms, conference room and administrative offices. Site work includes adding new parking lots, sidewalks and landscaping. **Cost:** \$3,536,000

6) City of Fort Lauderdale

100 North Andrews Avenue
 Fort Lauderdale, FL 33316
 Mark Friedman, Senior Project Manager
 Frank Snedaker, A.I.A Chief Architect
 (954) 828-5952 or (954) 422-2793

Fire Station No. 3: Construct a new, one-story, 8,745 SF concrete masonry fire-rescue building consisting of living/sleeping quarters, commercial kitchen, workout/exercise room, bathing facilities, a 300 kw generator, a 2,435 SF apparatus garage with two drive-through bays, front and rear concrete aprons, then demolish the existing fire station and add parking for nineteen vehicles, re-landscape site, add sidewalks and perimeter fencing. **Cost:** \$2,102,000

REFERENCES

7) City of Fort Lauderdale

100 North Andrews Avenue
 Fort Lauderdale, FL 33316
 Mark Friedman, Senior Project Manager
 Frank Snedaker, A.I.A Chief Architect
 (954) 828-5952 or (954) 422-2793

Fire Station No. 29: New construction of a 10,300 SF, two-story, fire rescue building including a 2,500SF fire fighting apparatus garage with two drive-through engine bays, reinforced concrete and masonry structure utilizing precast concrete tees for the second floor and roof deck with a stucco exterior finish, living and sleeping quarters, bathing facilities, a full commercial kitchen, workout/exercise room and a hydraulic elevator, a 300 KW emergency stand-by generator, concrete and asphalt paving for thirty-two cars and concrete retaining walls. This work was closely coordinated with The City of Fort Lauderdale Fire Department in order to maintain constant operation of the existing temporary fire-rescue station. **Cost:** \$2,703,191

8) Acai Associates Inc.

2937 W. Cypress Creek Road, Suite 200, Fort Lauderdale, FL 33309
 Randy Scott, Architect
 (954) 484-4000

Broward County Judicial Center East Wing Wind Mitigation & Re-Roofing: Removal and re-roofing of 25,000 square feet of the Courthouse East Wing as well as remove/replace lightweight concrete, extending of the FPL vault and provided hurricane hardening and interior hurricane shutters. All of the work was performed while the building was occupied. **Cost:** \$1,510,000

9) City of Coral Springs

9551 West Sample Road
 Coral Springs, Florida 33065
 Rick Engle, Director of Parks and Recreation (954) 345-2107
 Chen & Associates, Contact: Marcus Austin (954) 445-0695

Betti Stradling Memorial Park: Clearing and grubbing of a thirty-six acre site and construction of three baseball and soccer fields, basketball and volleyball courts, picnic area, fitness trail, playground, concession stand, memorial garden, and parking lots. **Cost:** \$2,100,00

Mullins Park: Construction of a 5,000 SF recreation/staff administration building with break room and restroom, a 4,000 SF four-bay truck maintenance garage and reconfigure/construct a one acre parking facility with proper flow patterns. **Cost:** \$700,500

10) The City of Parkland

6600 University Drive, Parkland, FL 33067
 Bill Evans
 (954) 757-4108

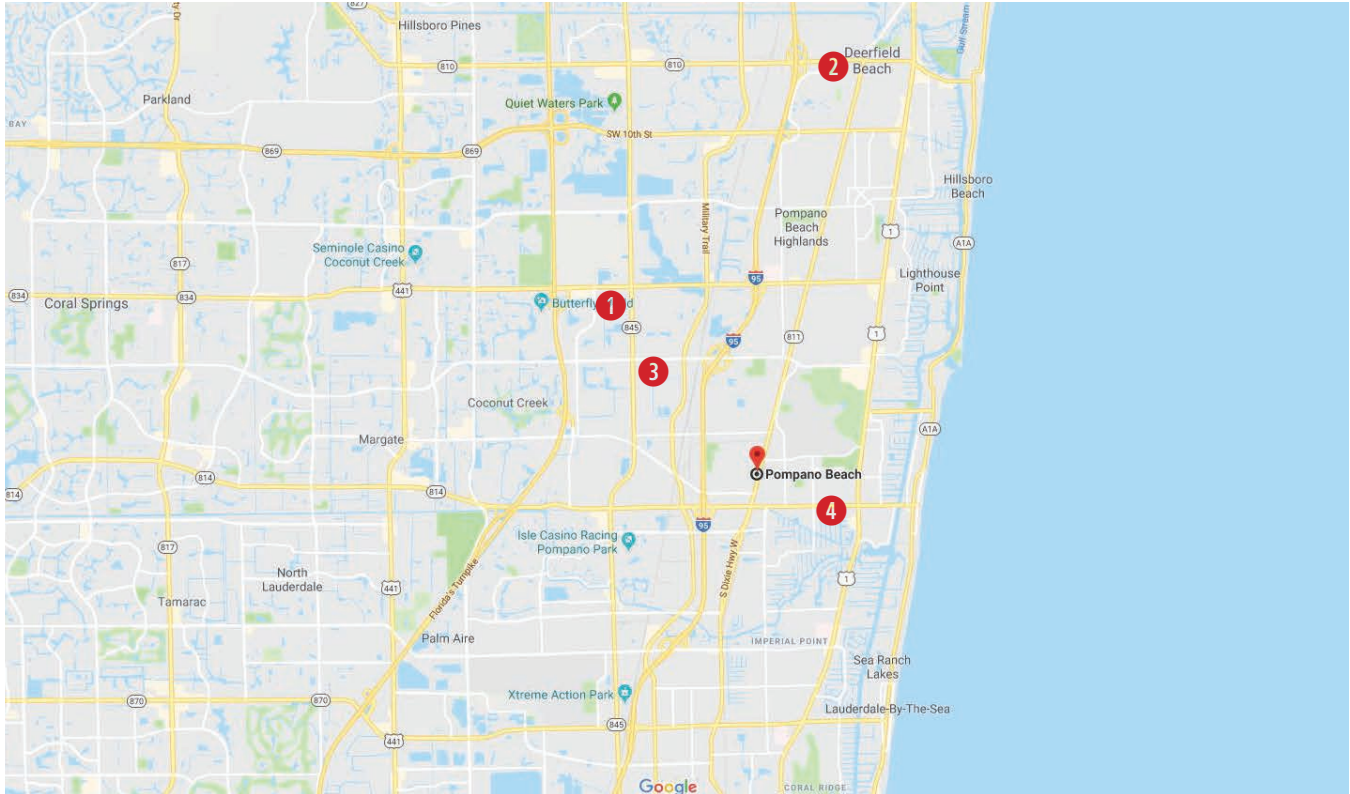
Terramar Multi-Purpose Fields: Demolish existing vocational building and construct two new two-story 56,000 square feet tilt-up vocational buildings, parking lot, and remodel/ renovate two existing buildings. New vocational buildings include photography lab, automotive mechanics, wood shop, construction technology lab, cosmetology lab, 2D & 3D art labs, communications (graphics) lab, and business education & drafting technology resource center. Construction occurred in the middle of an active school that had to remain open during school year. **Cost:** \$6,516,495



TAB 10

OFFICE LOCATIONS

OFFICE LOCATIONS



CITY OF POMPANO BEACH

100 West Atlantic Blvd. Pompano Beach, FL 33060

1 Di Pomepo Construction Corporation
(located only 5-10 minutes away from your park projects)
2301 NW 33rd Court, Unit 102
Pompano Beach, FL 33069

2 CMS-Construction Management Services, Inc.
(located only 10-15 minutes away from your park projects)
10 Fairway Drive , Suite 301
Deerfield Beach, FL 33441

3 East Coast Testing and Engineering
(located only 5-10 minutes away from your park projects)
1900 NW 33rd St STE #4
Pompano Beach, FL 33064

4 Accurate Land Surveyors
(located only 5-10 minutes away from your park projects)
1150 E Atlantic Blvd,
Pompano Beach, FL 33060



TAB 11

LITIGATION

LITIGATION

HISTORY OF LITIGATION

Date	Party Name	Plaintiff or Defendant	Case / Action Number	Description
PENDING LITIGATION				
Mar-19	DiPompeo Construction Corp.	Plaintiff	CACE-19-004966 Division: 14	Our roofing subcontractor, Biscayne Roofing, failed to perform their contracted scope of work for which they signed for two of our school projects. This put us in a bad position and caused us 9 months of delays in getting their permit and work started. Therefore, we had to pursue litigation against them for time, delays, and to find a new roofing subcontractor to replace them on these projects.
July-11 Sept.-12 Aug-14	School Board of Broward County (BCSB)	Plaintiff	12-26947CACE consolidated with 14-016777-CACE04 , 11-015328CACE03 consolidated with 14-016744-CACE14 COMPLEX LITIGATION	DiPompeo Construction was delayed on two High School projects by added work and Architect/Engineer errors. The School Board refused to pay for our extended General Conditions associated with the added work and delays thus forcing us to sue the Architect for errors and omissions and the School Board sued the architect before us. For Case #s 14-016777-CACE04 and 14-016744-CACE14, DiPompeo Construction voluntarily dismissed our suit against the Architect in April 2017 upon reaching an amicable resolution with them but still have suits with the School Board of Broward County (BCSB). The School Board (BCSB) still has not paid us and we are awaiting a court date and/or the judge to order mediation.
Aug-10 Feb-13	School Board of Broward County (BCSB) (Owner)* & Schenkel Schultz, Inc.	Plaintiff	10-31869 CACE02 Consolidated with 10-016981 (25) Matter of Broadview was closed / settled and paid by the School Board of Broward County	DiPompeo Construction was delayed on the Sheridan Park school by tardy Architect /Owner responses and errors on the design drawings. The School Board sued the Architect. DiPompeo Construction was advised by the School Board to file suit against them in order for the School Board to negotiate a settlement. (See attached 1/10/11 letter from the School Board confirming <u>we were cooperative and the School Board directed us to sue them in order to get paid on both projects.</u>) We had mediation two times but Sheridan was not settled. The judge denied the School Board's request for summary judgement for bad faith on August 23, 2017. The judge has ordered pretrial STIPS to be ready for trial in June 2018. DiPompeo Construction voluntarily dismissed our suit against Schenkel Schultz on June 20, 2018 upon reaching an amicable resolution with them. On June 29, 2018, the Jury decided in favor of DiPompeo Construction finding the School Board acted in bad faith and breached the contract.
* Since the economy changed, so did the School Board, laying off hundreds of employees. With their budgets cut and funds depleted, they would rather contest several contractors fees and have the contractors sue them than pay, because they believe added work and unforeseen conditions are items they can conceal behind the 'no damage for delay' clause. Our contracts were each for a year; we were on each project for 2 years, and the costs being sought are solely for our General Conditions, caused by inspector delays, added work, non-responsiveness to RFI's and submittals and underground unforeseen conditions.				
April -18	Broward County	Defendant	CACE18-003707-02	We are a third party defendant for a playground that our subcontractor built four years ago. Wherein, a pastor supposedly tripped and sued Broward County who we had a contract with. Therefore, Broward County is suing us as we were the General Contractor but we did not design or install the structure.
March-18	Vene-American Engineering	Defendant	18-006692CA21	Our subcontractor, named Vene-American Engineering, did not complete his contractual obligations. Therefore, we had to hire another subcontractor to finish his work. We are seeking the difference between what we spent and what he was paid.
June -17	East Coast Metal Structures Corp.	Defendant	2017-015-225-CA-01	Our CBE steel sub, The GA Group sublet work to East Coast Metal (who supplied and installed structural steel on two schools we constructed: Bunche Park and Frederick Douglass). They were tardy in installing their work and supposedly did extra work that we have no knowledge of. East Coast Metal sued DiPompeo and our bond even though they should have sued the company that hired them, The GA Group. Both parties are in discovery.
CLOSED LITIGATION				
Sep.-14	Southern Waste Systems, LLC	Defendant	CONO-14-012072 Div. 70	SWS increased their container rates without proper written notice to us. This case was settled out of court in March of 2015. This case is closed.

HISTORY OF LITIGATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SCHOOL BOARD ATTORNEY

K.C. WRIGHT ADMINISTRATION BUILDING
600 SOUTHEAST THIRD AVENUE, 11TH FLOOR
FORT LAUDERDALE, FLORIDA 33301
Telephone: (754) 321-2050
Facsimile: (754) 321-2705

January 10, 2011

To Whom It May Concern:

SUBJECT: DiPompeo Construction Corp. vs. The School Board of Broward County, Florida,
case No. 10-3 1869 CACE 02

This letter is being written in reference to the above referenced lawsuit, filed on August 5, 2010 in the 17th Judicial Circuit Court, Broward County, Florida.

The dispute involves two separate claims filed by DiPompeo Construction Corp. (DiPompeo) against The School Board of Broward County, Florida (SBBC). One of the claims is on the Broadview Elementary School which was completed in 2006. The other involves the Sheridan Elementary School which was also completed in 2006. The dispute centers around a difference of opinion between DiPompeo and SBBC regarding "cost of work" for additional work performed on the projects v "delay damages". Delay damages are prohibited under the terms of the contracts between the parties.

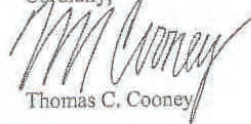
DiPompeo attempted from the close of the projects to resolve the matters amicably. A pre-suit mediation was held on 7/6/10 prior to suit being filed by DiPompeo in an attempt to resolve the issues for both projects.

At the conclusion of a full day of mediation on Broadview only and after considering the various issues involved in the two separate claims asserted by DiPompeo, DiPompeo was advised by counsel for the SBBC that the best way to expedite resolution of these complex matters was to file a lawsuit in which all parties concerned would address the issues, including defenses. DiPompeo was also advised that the filing of a lawsuit was the only mechanism that would permit a closed-door meeting between counsel and the SBBC to seek direction towards an amicable resolution of such matters.

Terms for an amicable resolution to Broadview were reached and shall be presented to the School Board for its consideration for approval. However, resolution of Sheridan remains outstanding. Mediation to include the Architect of Record for Sheridan, Schenkel & Schultz, Inc. was to have been held on 10/27/10. However, on the eve of mediation, Schenkel & Schultz declined to participate. The SBBC has filed suit against Schenkel & Schultz, Inc. with regards to Sheridan Elementary.

If you have any further questions please do not hesitate to contact me directly.

Cordially,



Thomas C. Cooney



TAB 12

CITY FORMS

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 RFQ IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFQ P-26-19, CMAR Services for Various Park Improvement Projects
(number) (RFQ 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 RFQ. I have read the RFQ 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) John Di Pompeo Jr. Title President

Company (Legal Registered) Di Pompeo Construction Corporation

Federal Tax Identification Number 65-0426294

Address 2301 NW 33rd Court, Unit 102

City/State/Zip Pompano Beach, FL 33069

Telephone No. (954) 917-5252 Fax No. (954) 974-4646

Email Address jdipompeo@dipompeoconstruction.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 ten percent who are residents of the City of Pompano Beach.

And/Or

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

Or

☐ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

☐ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

☐ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

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

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

May 16, 2019

(Date)

Di Pompeo Construction Corporation

(Name of Firm)

BY:

John Di Pompeo Jr., President

(Name)



TAB 12

LOCAL BUSINESSES

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

RFQ No. P-26-19 CMAR Services for
Solicitation Number & Title: Various Park Improvement Projects

Di Pompeo Construction
Prime Contractor's Name: Corporation

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount
(See attached list of subcontractors we typically utilize and will contact for this project)			

LOCAL BUSINESS EXHIBIT "A"



LOCAL BUSINESSES

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

RFQ No. P-26-19 CMAR Services for
Various Park Improvement Projects

Di Pompeo Construction

Prime Contractor's Name: Corporation

Name of Firm	Address (Pompano Beach, FL)	Contact Person	Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount
Tropic Fence, Inc.	1864 NW 21st St	Steve Nespoli	954-978-1250	Dumpsters	to be determined
Waste Management of Florida, Inc.	3831 NW 21 Ave. (Powerline Rd.)	Santo Licamara	888-800-7732	Dumpsters	
Federal Engineering and Testing	250 SW 13th Ave.	Chris Jones	954-784-2941	Materials Testing	to be determined
American Cutting & Drilling	2920 NW 22nd Ave	Ryan De Nunzio	954-917-0240	Demolition	to be determined
Antequera Enterprises, Inc.	5140 NW 76 Place	Raphael Antequera	954-818-2729	Tile	to be determined
South Florida Demolition	Pompano Beach	JT Hughes	954-448-3505	Demolition	to be determined
Wayne Automatic Fire Sprinklers	3121 NW 16th Terr	Christina Meeler	954-917-3030	Site Work	to be determined
Florida Blacktop Inc	1287 W Atlantic Blvd	Paul	954-943-9700	Asphalt Paving	to be determined
Triple Nickel Paving, Inc	1300 NW 18th Street	Dan Maglio	954-971-0984	Asphalt Paving	to be determined
Signature Design Pavers	1913 NW 18th St. #1	Brian Grummer	954-975-8646	Pavers	to be determined
Ranney's Landscape	506 NE 10 Ave	Estimating	954-615-7116	Landscaping	to be determined
Pilot Steel	1950 W. Copans Rd.	Neil Willard	954-978-3615	Rebar	to be determined
CBR Steel Fabricators	1450 SW 11th Terrace, Suite 1	Joshua	954-782-4111	Structural Steel	to be determined
Florida Welding & Fabricators, Inc.	1891 NW 33rd Ct	John Dotson	954-971-4800	Structural Steel	to be determined
P&A Roofing & Sheet Metal	3260 NW 23rd Ave.	Frank OMalley	954-933-2095	Waterproofing	to be determined
Latite Roofing	2280 W Copans Rd	Jose	954-772-3446	Roofing	to be determined
Miller Glass & Glazing, Inc.	100 Park Central Blvd. South	Maxwell Lorow	954-784-6601	Doors and Hardware	to be determined
JB Glazing Inc	2182 NW 18 Ave	Anthony Blowe	954-979-8999	Storefronts	to be determined
Perspective Glass Co.	750 SW 14 Ave	Charles Hite	954-773-9714	Storefronts	to be determined

LOCAL BUSINESS EXHIBIT "A"

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

RFQ No. P-26-19 CMAR Services for
Various Park Improvement Projects

Di Pompeo Construction
Corporation

Solicitation Number & Title: Prime Contractor's Name:

Seminole Glass & Mirror of Florida	2150 North Andrews Avenue	Neal Miller	954-975-3334	Storefronts	to be determined
Future Interior, Inc.	760 NE 42nd St	Kirk	954-984-8181	Drywall	to be determined
J & S Contractors Inc.	4350 NW 19th. Avenue Suite A:	Gerald Fitzgerald	954-971-3300	Drywall	to be determined
Vortex Construction Group	4100 N Powerline Rd, Suite G-4	James	954-421-2656	Stucco	to be determined
SVP Tile & Marble	1718 W Atlantic Blvd	Philip Vento	954-868-6584	Tile-Ceramic	to be determined
Merit Floors, Inc	2301 NW 33rd Court, Suite 111	Estimating	305-360-4762	Flooring	to be determined
Artistic Surfaces	1591 North Powerline Rd., Suite D	andrea	954-968-1700	Terrazzo Flooring	to be determined
Robmar Waterproofing, Inc.	811 SW 14th St.	Amanda	954-788-7440	Painting	to be determined
First Sign	2085 N. Powerline Road Ste.1	Marilyn Young	954-972-7222	Signage	to be determined
AA Advance Air	1920 NW 32 St	Estimating	954-971-5801	HVAC	to be determined
East Coast Services HVAC	1105 S Dixie Hwy E	CJ Tricarico	954-941-7822	HVAC	to be determined
Unlimited Electrical	3500 Park Central Blvd N		954-532-4107	Electricians	to be determined
DEC Electrical Services	1771 Blount Road, Suite 210	Orvil Denton	954-960-5233	Electricians	to be determined

LOCAL BUSINESS EXHIBIT "A"



LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
(Name of Prime or General Bidder)

Bid Number P-26-19
CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Various concrete cutting, core drilling, specialized demolition services;

Concrete scanning utilizing Ground Penetrating Radar (GPR) services as
required. Price to be determined as scope is established.

at the following price: _____

5/3/19
(Date)

American Cutting & Drilling Co., Inc.
(Name of Local Business Contractor)

2920 NW 22nd Terrace
(address)

Pompano Beach, FL 33069
(address City, State Zip Code)

BY: Ryan DeNunzio
(Name)

Subcontractor Signature





**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

10/1/2018

4416178
AMERICAN CUTTING/DRLG CO INC
2920 NW 22 TE

POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE
BUSINESS LOCATION.

BUSINESS OWNER: AMERICAN CUTTING/DRLG CO INC
BUSINESS LOCATION: 2920 NW 22 TE POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
19-00033851	CONTRACTOR SPEC-CONC PLAC/FIN/PUMP (CP)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp. Bid Number P-26-19
(Name of Prime or General Bidder) CMAR Services for Various
Park Improvement Projects

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Electrical Services

at the following price: To Be Determined

5-6-19

(Date)

DEC Electrical Services, Inc.

(Name of Local Business Contractor)

1771 Blount Road, Suite 210

(address)

Pompano Beach, FL 33069


(address City, State Zip Code)

BY: *Chris Denton*

(Name)

Subcontractor Signature *Chris Denton*

LOCAL BUSINESSES


Florida's Warmest Welcome

**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/5/2018

4449445
DEC ELECTRICAL SERVICES INC
DENTON, ORVIL
1771 NW 30 AVE #210
POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS' LOCATION.

BUSINESS OWNER: DEC ELECTRICAL SERVICES, INC
BUSINESS LOCATION: 1771 NW 30 AV 210 POMPANO BEACH FL

RECEIPT NO: 19-00074771
CLASSIFICATION: CONTRACTOR ELECTRICAL (CME)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
(Name of Prime or General Bidder)

Bid Number P-26-19
CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

HVAC Scope

at the following price: To Be Determined

5/7/2019
(Date)

East Coast Services, Inc.
(Name of Local Business Contractor)

1105 S. Dixie Hwy E.
(address)


Pompano Beach, FL 33060
(address City, State Zip Code)

BY: Lisa Tacmacjian
(Name)

Subcontractor Signature

Lisa Tacmacjian

LOCAL BUSINESSES


Florida's Warmest Welcome

**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/19/2018

3704900
EAST COAST SERVICES INC
1105 S DIXIE HIGHWAY E

POMPANO BEACH FL 33060

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: EAST COAST SERVICES INC
BUSINESS LOCATION: 1105 S DIXIE E HY POMPANO BEACH FL

RECEIPT NO: CLASSIFICATION
19-00002756 CONTRACTOR A/C (CL A OR B)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
(Name of Prime or General Bidder)

Bid Number P-26-19
CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Glass and Glazing

at the following price: To Be Determined

05/07/19
(Date)

Miller Glass & Glazing
(Name of Local Business Contractor)

100 Park Central Blvd. South
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Paul Famoski
(Name)

Subcontractor Signature [Signature]

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
 (Name of Prime or General Bidder)

Bid Number P-26-19
 CMAR Services for Various
 Park Improvement Projects

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

 an individual X a corporation
 a partnership a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Rebar Supplies and Fabricators

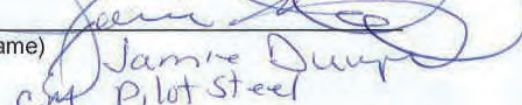
at the following price: To Be Determined

5-3-19
 (Date)

Pilot Steel, Inc.
 (Name of Local Business Contractor)

1950 W. Copans Road
 (address)

Pompano Beach, FL 33064
 (address City, State Zip Code)

BY: 
 (Name)
Jamie Dwyer
CM Pilot Steel

Subcontractor Signature _____

LOCAL BUSINESSES



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

1/3/2019

4436581
PILOT STEEL
1950 W COPANS ROAD

POMPANO BEACH FL 33064

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS LOCATION: 1950 NW 24 ST POMPANO BEACH FL

RECEIPT NO: CLASSIFICATION

19-00059362 MANUFACTURE & MGF EMPLOYING OVER 10 PRSN

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR



LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
 (Name of Prime or General Bidder)

Bid Number P-26-19
 CMAR Services for Various
 Park Improvement Projects

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

TBD

at the following price: To Be Determined

5-6-19

(Date)

Triple Nickel Paving, Inc.

(Name of Local Business Contractor)

1300 NW 18th Street

(address)


Pompano Beach, FL 33069

(address City, State Zip Code)

BY: 
 (Name)

Subcontractor Signature

LOCAL BUSINESSES


 Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/5/2018

4438971
 TRIPLE NICKLE PAVING INC
 1300 NW 18 STREET
 POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER:	TRIPLE NICKLE PAVING INC
BUSINESS LOCATION:	1300 NW 18 ST POMPANO BEACH FL
RECEIPT NO:	CLASSIFICATION
19-00066788	ENGINEERING CONSTRUCTION (1A-4C)
19-00066789	STORAGE YARD

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp. Bid Number P-26-19
(Name of Prime or General Bidder) CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

HVAC

at the following price: To Be Determined

5-6-19
(Date)

AA Advance Air, Inc.
(Name of Local Business Contractor)

1920 NW 32nd Street
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Dong Qudyl Pres.
(Name)

Subcontractor Signature _____

LOCAL BUSINESSES

N/A**we met the goal**LOCAL BUSINESS EXHIBIT "C"LOCAL BUSINESS
UNAVAILABILITY FORMBID # RFQ No. P-26-19 CMAR Services for
Various Park Improvements ProjectsI, _____
(Name and Title)

of _____, certify that on the _____ day of

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

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESSES

N/A
we met the goal

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

BID # RFQ No. P-26-19 CMAR Services for
 Various Park Improvements Projects

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

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

3. Did you send written notices to Local Businesses?

☐ Yes ☐ No

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

4. Did you advertise in local publications?

☐ Yes ☐ No

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

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

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

<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>

8. Other comments:

LOCAL BUSINESSES

LOCAL BUSINESS EXHIBIT "D" – Page 2



TAB 13

REVIEWED FINANCIAL STATEMENT

Confidential:

Not to be opened by anyone
other than the City of Pompano Beach representatives.

Financials of Di Pompeo Construction

Reviewed Financial Statements are supplied under a separate file uploaded under the City of Pompano E-Bid Response Attachments Tab.

Confidential:

Not to be opened by anyone
other than the City of Pompano Beach representatives.

Financial References also enclosed



Di Pompeo
Construction Corporation
CGC #037741 • A Family Tradition Since 1927

General Contractor • Design Builder • Construction Manager

Page 1 of 3

BANKING, BONDING, REFERENCES & CORPORATE INFORMATION

Main Office / Mailing Address: 2301 NW 33rd Court, Unit 102
Pompano Beach, FL 33069
Phone: (954) 917-5252 Fax: (954) 974-4646

Nature of Business: General Contractor
State of Florida License #CGC037741

Website Address: www.dipompeoconstruction.com

Type of Ownership: Corporation

Corporation Formed: June 1986 as Joseph DiPompeo & Sons and
changed to DiPompeo Construction Corp. in August 1993.

Federal Tax ID: #65-0426294 – Corporation is not tax exempt

Dun & Bradstreet ID: DUNS # 80-727-5896

Officers: John DiPompeo Jr. – President
John DiPompeo Sr. – Vice Pres. / Treasurer

www.dipompeoconstruction.com

2301 N.W. 33rd Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646



FINANCIAL CAPABILITY

DiPompeo Construction Corporation
Page 2

Bank References:

Bank United
1815 E. Commercial Blvd.
Ft. Lauderdale, FL 33308
(954) 776-6655
Contact: Natasha Dewan

Merrill Lynch
1 Town Center Road, Suite 900
Boca Raton, FL 33486
Phone (561) 416-4628
Contact: Matt Rogge

TD Bank
3600 N. Federal Highway
Lighthouse Point, FL 33064
(954) 783-1617
Contact: Edmarie Edwards

Bonding Company

Brown & Brown of Florida, Inc. (Agent)
1201 W. Cypress Creek Road, Suite 130
Ft. Lauderdale, Florida 33309
Phone: (954) 331-1313
Contact: Michael Holmes

Zurich Surety/Fidelity and Deposit Co of Maryland
600 N. Westshore Blvd., Suite 800
Tampa, FL 33609
Phone: (407) 620-6236
Contact: Randy Turner

Insurance Company

Brown & Brown of Florida, Inc. (Agent)
14900 NW 79th Ct., Suite 200
Miami Lakes, FL 33016
Phone: (305) 364-7821
Contact: David Aaron French

Amerisure Mutual Insurance Company
Lock Box 730502
Dallas, TX 75373-0502
Phone: (800) 789-9593
Contact: Jeff Steele

Legal Council:

Shutts & Bowen, LLP
200 E. Broward Blvd., Suite 2100
Ft. Lauderdale, FL 33301
Phone: (954) 847-3837
Contact: Joe Goldstein

Elder & Lewis, P.A.
1500 San Remo Ave., Suite 214
Coral Gables, FL 33146
Phone: (305) 667-4774
Contact: Dave Elder

LSN Partners
333 S. New River Drive East
Fort Lauderdale, FL 33301
Phone: (954) 522-3588
Contact: George Platt

DiPompeo Construction Corporation



FINANCIAL CAPABILITY

Page 3

Trade/Vendor/Credit References

Chuck's Backhoe Service, Inc.
2301 NW 15th Court
Pompano Beach, FL 33069
Phone: (954) 973-6600
Fax: (954) 973-6667
Attn: Don Horowitz

Waste Management
2625 W Grandview Rd. Ste #160
Phoenix, AZ 85023
Phone: (866) 962-2287 – Option #5
Fax: (866) 835-6026
Attn: Michele Perron

Maxi Graphics, Inc.
2201 West Sample Rd.
Pompano Beach, FL 33073
Phone: (954) 978-0740
Fax: (954) 971-9470
Attn: Matt Ranta

Dixie Clamp and Scaffold, Inc.
4379 N. Dixie Hwy
Oakland Park, FL 33334
Phone: (954) 563-5741
Fax: (954) 568-0147
Attn: Stephanie Perez

Port Consolidated Inc.
P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 527-1191

Hire Quest d/b/a Trojan Labor
P.O. Box 890714
Charlotte, NC 28289-0714
Phone: (843) 723-7400 ext. 2003
Fax: (843) 723-0222
Attn: Rebecca Gamsba

Smith Aerial Photos
4811 Lyons Technology Parkway, Suite 17
Coconut Creek, FL 33073
Phone: (954) 354-8880
Fax: (954) 354-8884
Attn: Irma Lopez

Milner
700 South Military Trail
Deerfield Beach, FL 33442
Phone: (954) 312-1513
Fax: (954) 312-1430
Attn: Brett Aks

Florida Fence Rental, Inc.
8491 NW 64th Street
Miami, FL 33166
Phone: (305) 593-6149
Fax: (305) 477-5136
Attn: Allan Capuano

East Coast Testing and Engineering, Inc.
4100 N Powerline Rd # G1,
Pompano Beach, FL 33073
(954) 972-7645



FINANCIAL CAPABILITY



5/1/2019

Dipompeo Construction Corp.
2301 NW 33rd Ct
Ste. 101
Pompano Beach FL 33069

To the City of Pompano Beach:

Dipompeo Construction Corp. has been a preferred BankUnited client since January 2009, with both Business Saving and Business Checking accounts totaling over \$2 Million Dollars.

During this time the accounts have been maintained in good standing with the bank.

If any additional information is need, please contact me at 954-776-6655

Thank you,

A handwritten signature in blue ink that reads 'Natasha Dewan'. The signature is fluid and cursive, with the first name 'Natasha' and last name 'Dewan' clearly visible.

Natasha Dewan
Branch Sales Leader

7815 NW 148 Street • Miami Lakes, FLorida 33016 • Phone: 877-779-2265

FINANCIAL CAPABILITY



BONDS

Brown & Brown, Inc.
1201 W. Cypress Creek Rd, Suite 130 (Zip: 33309)
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
954/776-2222 FAX 954/772-7542
Statewide 1-800/339-0259

May 2, 2019

City of Pompano Beach
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

RE: DiPompeo Construction Corp.
2301 NW 33rd Court, Suite #102
Pompano Beach, FL 33069

Project: RFQ P-26-19 Construction Management at Risk (CMAR) Services for Various Park
Improvements Projects

Surety: Zurich American Insurance Company, A.M Best Rated A+ (Superior) XV (\$2 Billion or
Greater) Fidelity and Deposit Company of Maryland, A.M Best Rated A+ XV

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that DiPompeo Construction Corp. is set up for bonding with Zurich American Insurance Company through subsidiary Fidelity and Deposit Company of Maryland.

Our company has bonded DiPompeo Construction Corp. in excess of 20 years and have found them to be an outstanding contractor. Based on their past experience, we have provided surety credit for single jobs of \$40,000,000 with an aggregate program of \$80,000,000.

If DiPompeo Construction Corp. has a proposal acceptable to all parties and if all other normal requirements are met, with surety approval, we look forward to providing a final bond on this project.

As this is a letter of recommendation, and not a bid bond, Brown & Brown of Florida, Inc., Zurich American Insurance Company, Fidelity and Deposit Company of Maryland, their agents and owners accept no liability for its content. The Surety reserves the right to review each submission and base their final decision upon conditions that exist at the time of request.

If we can be of additional assistance, please feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Holmes".

Michael A. Holmes
Attorney-In-Fact for Zurich American Insurance Company & Fidelity and Deposit Company of Maryland

Expiration: July 31, 2019

FINANCIAL CAPABILITY



Brown & Brown of Florida, Inc.
Miami Division
14900 NW 79th Court, Suite 200
Miami Lakes, FL 33016-5869
(305) 364-7800
Fax (305) 714-4401

May 1, 2019

DiPompeo Construction Corp.
Attn: John DiPompeo, Jr.
2301 NW 33rd Court, Unit# 102
Pompano Beach, FL 33069

RE: Workers Compensation

Dear Mr. DiPompeo, Jr.:

Please be advised that the requested Experience Modification factors for Workers Compensation coverage are as follows:

- 2018 - .91
- 2017 - .91
- 2016 - .91
- 2015 - .90

Thank you for allowing us to continue to assist you with your insurance needs. Should you have any questions regarding this communication, please contact our office.

Sincerely,

Brown & Brown of Florida, Inc. Miami Division

Julio Guerrero

Commercial Account Manager

FINANCIAL CAPABILITY



CERTIFICATE OF LIABILITY INSURANCE

DIPOM-2 OP ID: JG

DATE (MM/DD/YYYY)

03/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 David A. French, AAI		CONTACT NAME: PHONE (A/C, No, Ext): 305-364-7821 FAX (A/C, No): 305-714-4401 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Valley Forge Insurance Co.	
		INSURER B : Continental Casualty Co	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075624134	02/01/2019	02/01/2020
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BUA6075624165	02/01/2019	02/01/2020
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821098291	02/01/2019	02/01/2020
						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6076103929	02/01/2019	02/01/2020
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6075624134	02/01/2019	02/01/2020
						Leased 100,000 Ded 5,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER	CANCELLATION
POMPANO City of Pompano Beach PO Drawer 1300 Pompano Beach, FL 33061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brown and Brown of Florida, Inc.

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



RFQ No. P-26-19 CMAR Services for Various Park Improvement Projects

DI POMPEO CONSTRUCTION CORP.



TAB 12

LOCAL BUSINESSES FORM A

LOCAL BUSINESSES

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

RFQ No. P-26-19 CMAR Services for
Solicitation Number & Title: Various Park Improvement Projects

Di Pompeo Construction
Prime Contractor's Name: Corporation

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount
(See attached list of subcontractors we typically utilize and will contact for this project)			

LOCAL BUSINESS EXHIBIT "A"



LOCAL BUSINESSES

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

RFQ No. P-26-19 CMAR Services for
Various Park Improvement Projects

Di Pompeo Construction

Prime Contractor's Name: Corporation

Name of Firm	Address (Pompano Beach, FL)	Contact Person	Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount
Tropic Fence, Inc.	1864 NW 21st St	Steve Nespoli	954-978-1250	Dumpsters	to be determined
Waste Management of Florida, Inc.	3831 NW 21 Ave. (Powerline Rd.)	Santo Licamara	888-800-7732	Dumpsters	
Federal Engineering and Testing	250 SW 13th Ave.	Chris Jones	954-784-2941	Materials Testing	to be determined
American Cutting & Drilling	2920 NW 22nd Ave	Ryan De Nunzio	954-917-0240	Demolition	to be determined
Antequera Enterprises, Inc.	5140 NW 76 Place	Raphael Antequera	954-818-2729	Tile	to be determined
South Florida Demolition	Pompano Beach	JT Hughes	954-448-3505	Demolition	to be determined
Wayne Automatic Fire Sprinklers	3121 NW 16th Terr	Christina Meeler	954-917-3030	Site Work	to be determined
Florida Blacktop Inc	1287 W Atlantic Blvd	Paul	954-943-9700	Asphalt Paving	to be determined
Triple Nickel Paving, Inc	1300 NW 18th Street	Dan Maglio	954-971-0984	Asphalt Paving	to be determined
Signature Design Pavers	1913 NW 18th St. #1	Brian Grummer	954-975-8646	Pavers	to be determined
Ranney's Landscape	506 NE 10 Ave	Estimating	954-615-7116	Landscaping	to be determined
Pilot Steel	1950 W. Copans Rd.	Neil Willard	954-978-3615	Rebar	to be determined
CBR Steel Fabricators	1450 SW 11th Terrace, Suite 1	Joshua	954-782-4111	Structural Steel	to be determined
Florida Welding & Fabricators, Inc.	1891 NW 33rd Ct	John Dotson	954-971-4800	Structural Steel	to be determined
P&A Roofing & Sheet Metal	3260 NW 23rd Ave.	Frank OMalley	954-933-2095	Waterproofing	to be determined
Latite Roofing	2280 W Copans Rd	Jose	954-772-3446	Roofing	to be determined
Miller Glass & Glazing, Inc.	100 Park Central Blvd. South	Maxwell Lorow	954-784-6601	Doors and Hardware	to be determined
JB Glazing Inc	2182 NW 18 Ave	Anthony Blowe	954-979-8999	Storefronts	to be determined
Perspective Glass Co.	750 SW 14 Ave	Charles Hite	954-773-9714	Storefronts	to be determined

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESSES

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

RFQ No. P-26-19 CMAR Services for

Solicitation Number & Title: Various Park Improvement Projects

Di Pompeo Construction

Prime Contractor's Name: Corporation

Seminole Glass & Mirror of Florida	2150 North Andrews Avenue	Neal Miller	954-975-3334	Storefronts	to be determined
Future Interior, Inc.	760 NE 42nd St	Kirk	954-984-8181	Drywall	to be determined
J & S Contractors Inc.	4350 NW 19th. Avenue Suite A:	Gerald Fitzgerald	954-971-3300	Drywall	to be determined
Vortex Construction Group	4100 N Powerline Rd, Suite G-4	James	954-421-2656	Stucco	to be determined
SVP Tile & Marble	1718 W Atlantic Blvd	Philip Vento	954-868-6584	Tile-Ceramic	to be determined
Merit Floors, Inc	2301 NW 33rd Court, Suite 111	Estimating	305-360-4762	Flooring	to be determined
Artistic Surfaces	1591 North Powerline Rd., Suite D	andrea	954-968-1700	Terrazzo Flooring	to be determined
Robmar Waterproofing, Inc.	811 SW 14th St.	Amanda	954-788-7440	Painting	to be determined
First Sign	2085 N. Powerline Road Ste.1	Marilyn Young	954-972-7222	Signage	to be determined
AA Advance Air	1920 NW 32 St	Estimating	954-971-5801	HVAC	to be determined
East Coast Services HVAC	1105 S Dixie Hwy E	CJ Tricarico	954-941-7822	HVAC	to be determined
Unlimited Electrical	3500 Park Central Blvd N		954-532-4107	Electricians	to be determined
DEC Electrical Services	1771 Blount Road, Suite 210	Orvil Denton	954-960-5233	Electricians	to be determined

LOCAL BUSINESS EXHIBIT "A"



TAB 12

LOCAL BUSINESSES Form B

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp. Bid Number P-26-19
(Name of Prime or General Bidder) CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Various concrete cutting, core drilling, specialized demolition services;
Concrete scanning utilizing Ground Penetrating Radar (GPR) services as
required. Price to be determined as scope is established.

at the following price: _____

5/3/19
(Date)

American Cutting & Drilling Co., Inc.
(Name of Local Business Contractor)

2920 NW 22nd Terrace
(address)

Pompano Beach, FL 33069
(address City, State Zip Code)

BY: Ryan DeNunzio
(Name)

Subcontractor Signature 



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

10/1/2018

4416178
AMERICAN CUTTING/DRLG CO INC
2920 NW 22 TE

POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE
BUSINESS LOCATION.

BUSINESS OWNER: AMERICAN CUTTING/DRLG CO INC
BUSINESS LOCATION: 2920 NW 22 TE POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
19-00033851	CONTRACTOR SPEC-CONC PLAC/FIN/PUMP (CP)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR



LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp. Bid Number P-26-19
(Name of Prime or General Bidder) CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Electrical Services

at the following price: To Be Determined

5-6-19
(Date)

DEC Electrical Services, Inc.
(Name of Local Business Contractor)


1771 Blount Road, Suite 210
(address)

Pompano Beach, FL 33069
(address City, State Zip Code)

BY: *Chris Denton*
(Name)

Subcontractor Signature

Chris Denton


Florida's Warmest Welcome

**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/5/2018

4449445
DEC ELECTRICAL SERVICES INC
DENTON, ORVIL
1771 NW 30 AVE #210
POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS' LOCATION.

BUSINESS OWNER: DEC ELECTRICAL SERVICES, INC
BUSINESS LOCATION: 1771 NW 30 AV 210 POMPANO BEACH FL

RECEIPT NO: 19-00074771
CLASSIFICATION: CONTRACTOR ELECTRICAL (CME)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
(Name of Prime or General Bidder)

Bid Number P-26-19
CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

HVAC Scope

at the following price: To Be Determined

5/7/2019
(Date)

East Coast Services, Inc.
(Name of Local Business Contractor)

1105 S. Dixie Hwy E.
(address)


Pompano Beach, FL 33060
(address City, State Zip Code)

BY: Lisa Tacmacjian
(Name)

Subcontractor Signature

Lisa Tacmacjian

LOCAL BUSINESSES


Florida's Warmest Welcome

**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/19/2018

3704900
EAST COAST SERVICES INC
1105 S DIXIE HIGHWAY E

POMPANO BEACH FL 33060

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: EAST COAST SERVICES INC
BUSINESS LOCATION: 1105 S DIXIE E HY POMPANO BEACH FL

RECEIPT NO: CLASSIFICATION
19-00002756 CONTRACTOR A/C (CL A OR B)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
(Name of Prime or General Bidder)

Bid Number P-26-19
CMAR Services for Various
Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

Glass and Glazing

at the following price: To Be Determined

05/07/19
(Date)

Miller Glass & Glazing
(Name of Local Business Contractor)

100 Park Central Blvd. South
(address)

Pompano Beach, FL 33064
(address City, State Zip Code)

BY: Paul Famoski
(Name)

Subcontractor Signature [Signature]

LOCAL BUSINESSES



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019**

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

1/3/2019

4436581
PILOT STEEL
1950 W COPANS ROAD

POMPANO BEACH FL 33064

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS LOCATION: 1950 NW 24 ST POMPANO BEACH FL

RECEIPT NO: CLASSIFICATION

19-00059362 MANUFACTURE & MGF EMPLOYING OVER 10 PRSN

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR



LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp.
 (Name of Prime or General Bidder)

Bid Number P-26-19
 CMAR Services for Various
 Park Improvement Projects

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

TBD

at the following price: To Be Determined

5-6-19

(Date)

Triple Nickel Paving, Inc.

(Name of Local Business Contractor)

1300 NW 18th Street

(address)

Pompano Beach, FL 33069


(address City, State Zip Code)

BY: 

(Name)

Subcontractor Signature

LOCAL BUSINESSES


 Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2018 - 2019

THIS IS NOT A BILL

Business Tax Receipt Valid from: October 1, 2018 through September 30, 2019

9/5/2018

4438971
 TRIPLE NICKLE PAVING INC
 1300 NW 18 STREET
 POMPANO BEACH FL 33069

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER:	TRIPLE NICKLE PAVING INC
BUSINESS LOCATION:	1300 NW 18 ST POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
19-00066788	ENGINEERING CONSTRUCTION (1A-4C)
19-00066789	STORAGE YARD

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

LOCAL BUSINESSES

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

TO: Di Pompeo Construction Corp. Bid Number P-26-19
 (Name of Prime or General Bidder) CMAR Services for Various
 Park Improvement Projects

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

HVAC

at the following price: To Be Determined

5-6-19
 (Date)

AA Advance Air, Inc.
 (Name of Local Business Contractor)

1920 NW 32nd Street
 (address)

Pompano Beach, FL 33064
 (address City, State Zip Code)

BY: Dong Qudyl Pres.
 (Name)

Subcontractor Signature _____

LOCAL BUSINESSES

N/A**we met the goal**LOCAL BUSINESS EXHIBIT "C"LOCAL BUSINESS
UNAVAILABILITY FORMBID # RFQ No. P-26-19 CMAR Services for
Various Park Improvements ProjectsI, _____
(Name and Title)

of _____, certify that on the _____ day of

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

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

Said Local Businesses:

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

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESSES

N/A
we met the goal

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

BID # RFQ No. P-26-19 CMAR Services for
 Various Park Improvements Projects

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

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

3. Did you send written notices to Local Businesses?

☐ Yes ☐ No

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

4. Did you advertise in local publications?

☐ Yes ☐ No

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

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

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

<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>

8. Other comments:



LOCAL BUSINESSES

LOCAL BUSINESS EXHIBIT “D” – Page 2



TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

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

And/Or

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

Or

____ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

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

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

May 16, 2019

(Date)

Di Pompeo Construction Corporation

(Name of Firm)

BY:

John Di Pompeo Jr., President

(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

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	---	-------------	-------------

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

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

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

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

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

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

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

Exhibit “C”

Project Construction Budget/Schedule of Values (GMP)

(To be provided at a later date)

Bond No. _____

Performance Bond

Project No:

Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as “Contractor”) did on

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as “Owner”) a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

_____ day of _____

Countersigned By:

Contractor:

By: (Signature) _____

(SEAL)

Surety:

**(SEAL OF
SURETY)**

By: _____
Address: _____

Bond No. _____

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,and _____, a corporation, as Surety, are bound to
The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns,
jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

between Principal and Owner for construction of the Project named above, the contract being made a part
of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities
connected with the contract or with the changes do not affect Surety's obligation under this bond.**Dated on :** _____**(SEAL OF SURETY)**

Name of Surety: _____

By: _____

Attorney in Fact

(SEAL OF PRINCIPAL)

Name of Principal: _____

By: _____

Its authorized officer

Exhibit “E”

Project Schedule

(To be provided at a later date)