

CONSTRUCTION MANAGER-AT-RISK CONTRACT

This Contract made and entered into this _____ day of _____, 20____ between The City of Pompano Beach, a political subdivision of the State of Florida ("Owner"), and **Burkhardt Construction Inc.** a corporation authorized to do business in Florida (Construction Manager).

WITNESSETH:

That the said Construction Manager, having been awarded the Contract for the furnishing of services for the construction of the **NE 33rd Street Improvements** ("Project") in accordance with the Request for Qualifications P-08-19 ("RFQ") therefore, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, incidentals and services necessary to fully complete all Work, as defined below, in accordance with all requirements of the Contract Documents, and in accordance with all applicable codes and governing regulations. The Contract Documents ("Contract Documents") consist of this Contract, the General Conditions, and the following Exhibits, all hereto attached and made a part hereof:

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

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 CONSTRUCTION MANAGER'S BASIC SERVICES

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

2.1 The Preconstruction Phase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 ADDITIONAL SERVICES

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

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

ARTICLE 5 SCHEDULE

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

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

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

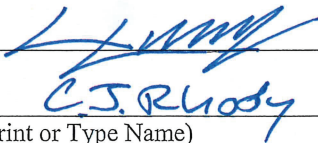
Commission Number

"CONTRACTOR"

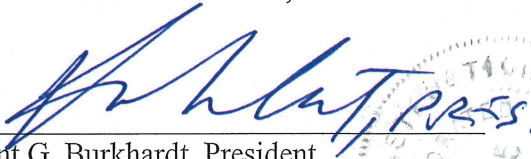
BURKHARDT CONSTRUCTION, INC.

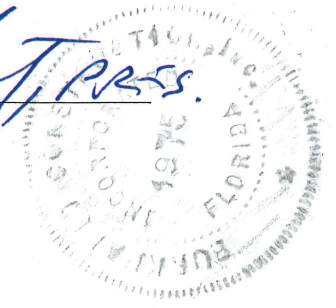
Witnesses:


MARK R. KLEISLEY
(Print or Type Name)


C.J. Rudy
(Print or Type Name)

By:


Vincent G. Burkhardt, President



STATE OF FLORIDA

COUNTY OF Palm Beach

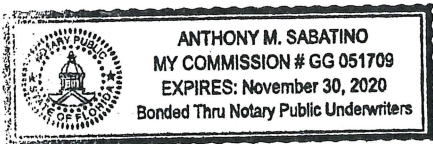
The foregoing instrument was acknowledged before me this 6TH day of AUGUST, 2019, by Vincent G. Burkhardt as President of Burkhardt Construction, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____
(type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



CITY OF POMPANO BEACH

G.O. POMPANO
NE 33rd STREET IMPROVEMENTS PROJECT

CONSTRUCTION MANAGEMENT AT RISK CONTRACT
SERVICES

GENERAL CONDITIONS

PROJECT NO. P-08-19

GENERAL CONDITIONS GC-1 to GC-77

Pages

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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: Burkhardt Construction, Inc.
1400 Alabama Avenue, Suite 20
West Palm Beach, Florida 33401
Attention: Marc Kleisley
Email: Marc@BurkhardtConstruction.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-08-19 Construction Management at Risk (CMAR) Services for Various Streetscape Improvement Projects**.

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

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

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

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

GC 32 SITE CONDITIONS

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

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

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

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

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

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

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

GC 35 INGRESS AND EGRESS

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

GC 36 PRECONSTRUCTION CONFERENCE

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

GC 37 MEETINGS

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

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

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

GC 40 WORK AREA

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

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

GC 41 PLANT, EQUIPMENT AND FACILITIES

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

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

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

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

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

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

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

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

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

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

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

GC 43 SUBSTITUTIONS

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

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

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

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

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

GC 44 EXPEDITING

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

GC 45 FIELD LAYOUT OF WORK

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

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

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

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

GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA AND SAMPLES

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

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

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

SIGN

DATE

46.3 Drawings

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

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

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

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

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

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

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

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

46.4 Samples.

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

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

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

46.5 Catalogues, Data and Certificates.

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

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

GC 47 CONSTRUCTION SCHEDULE

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

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

47.1.2 The construction schedule shall include the following:

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

equipment and materials.

and float.

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

4. Relations between activities.

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

6. Contractual and other major milestones including phasing.

7. Schedule activities to include labor and material.

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

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

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

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

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

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

scheduled to start, but not completed.

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

5. Percentage for completed and partially completed activities.

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

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

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

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

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

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

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

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

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

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

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

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

GC 48 RESPONSIBILITY FOR WORK SECURITY

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

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

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

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

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

GC 50 PROTECTION OF EXISTING PROPERTY

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

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

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

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

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

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

GC51 LABOR

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

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

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

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

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

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

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

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

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

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

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

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

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

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

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

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

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

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

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

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

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

53.3 SURFACE AND SUBSURFACE WATER

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

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

53.4 EMERGENCIES

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

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

53.5 OWNER'S STANDARDS

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

GC 54 PROJECT SITE PROTECTION

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

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

GC 55 FIRE PREVENTION

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

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

GC 56 ILLUMINATION

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

GC 57 BEST MANAGEMENT PRACTICES

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

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

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

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

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

GC 58 DUST CONTROL

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

GC 59 WATER POLLUTION

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

GC 60 AIR POLLUTION

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

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

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

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

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

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

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

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

GC 63 TESTING

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

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

GC 64 PROGRESS

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

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

GC 65 CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

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

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

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

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

B. Specifications:

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

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

C. Manuals:

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

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

D. Endorsement:

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

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

E. Fixed Asset Equipment and Fixture Information:

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

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

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

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

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

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

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

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

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

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

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

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

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

GC 68 PROGRESS PAYMENT PROCEDURES

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

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

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

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

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

B. An Owner approved construction schedule update.

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

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

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

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

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

D. Damage to the Owner or a separate contractor;

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

F. Defective work or material is not remedied; or

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

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

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

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

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

B. Complete final cleaning of the Work.

C. Submit record documents (record drawings).

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

E. Settle liens and other claims.

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

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

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

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

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

GC 69 USE OF COMPLETED PORTIONS OF WORK

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

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

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

GC 70 ALLOWANCES AND UNIT PRICES

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

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

GC 71 SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

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

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

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

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

GC 72 FINAL INSPECTION AND ACCEPTANCE

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

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

A. Liquidated Damages, as applicable.

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

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

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

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

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

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

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

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

GC 75 CLEANING UP

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

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

GC 76 PROJECT SIGNS

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

GC 77 PERFORMANCE AND PAYMENT BONDS/CHAPTER 558 OPT OUT

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

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



**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS
P-08-19**

G.O.POMPANO

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

MANDATORY PRE-PROPOSAL CONFERENCE:

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

PUBLIC WORKS CONFERENCE ROOM

1201 NE 5TH AVENUE

POMPANO BEACH, FLORIDA 33060

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

PURCHASING OFFICE

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

POMPANO BEACH, FLORIDA 33060

January 10, 2019

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ)
P-08-19

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

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

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

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

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

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

1. Scope Of Services

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

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

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

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

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

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

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

Preconstruction:

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

Construction:

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

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

General Services:

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

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

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

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

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

Q. Construction Details

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

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

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

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

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

T. Other

Tasks/Deliverables:

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

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

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

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

3. Local Business Program

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

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

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

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov 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
<hr/>		
AUTOMOBILE LIABILITY:		Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.
XX	comprehensive form	
XX	owned	
XX	hired	
XX	non-owned	

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY		Per Occurrence Aggregate
—	other than umbrella	bodily injury and property damage combined
		\$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence Aggregate
XX	* Policy to be written on a claims made basis	\$1,000,000 \$1,000,000

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

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>
<p>A. Prior experience of the firm with projects of similar size and complexity:</p> <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
<p>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.</p>	0-15
<p>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</p>	0-5
<p>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):</p> <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
<p>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.</p>	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

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)

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 BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

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

RFQ Number & Title: _____

Prime Contractor's Name: _____

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

EXHIBIT B
LOCAL BUSINESS
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)

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.

LOCAL BUSINESS EXHIBIT "D" – Page 2

Local Business

% of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. Other comments: _____



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

January 23, 2019

ADDENDUM #1, RFQ P-08-19

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

To Whom It May Concern,

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

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

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

Sincerely,
Jill Klaskin Press, CPPO
Purchasing Consultant

cc: website



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

February 2, 2019

ADDENDUM #2, RFQ P-08-19

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

To Whom It May Concern,

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

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

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

Sincerely,
Jill Klaskin Press, CPPO
Purchasing Consultant

cc: website

CITY OF POMPANO BEACH
MANDATORY PRE-BID CONFERENCE

SIGN IN SHEET

P-08-19

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

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

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

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

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

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

CITY OF POMPANO BEACH
MANDATORY PRE-BID CONFERENCE

SIGN IN SHEET

P-08-19

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

DATE: 1/23/2019

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

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

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

Company Name SHIFF Construction & Development, Inc.
Your Name /Title JUSTIN SHIFF
Mailing Address 180 SW 6th St.
City Pompano Beach State FL Zip Code 33060
Telephone Number (9) 524-2575 Fax Number (9) 954-524-2576
Email Address JDS@SHIFF.COM

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

CITY OF POMPANO BEACH
MANDATORY PRE-BID CONFERENCE

SIGN IN SHEET

P-08-19

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

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

Company Name KAUFMAN LYNN CONSTRUCTION
Your Name /Title GARRET SOUTHERN / PROJECT EXECUTIVE
Mailing Address 3185 S. CONGRESS AVE.
City DELRAY BEACH State FL Zip Code 33445
Telephone Number () 954-347-5315 Fax Number () _____
Email Address GSOUTHERN@KAUFMANLYNN.COM

Company Name C. Square Development Co.
Your Name /Title Cleddi Johnson / P
Mailing Address 2641 E. Atlantic Blvd
City Pompano Beach State FL Zip Code 33062
Telephone Number (S61) 292-1081 Fax Number () _____
Email Address cleddi.johnson@csquaredevelopment.com

Company Name STATE Contracting + Engineering Corp.
Your Name /Title Elton See / Project manager
Mailing Address 5391 W. Nob Hill Road
City Sunrise State FL Zip Code 33351
Telephone Number (954) 563 4747 Ext 103/ Ext 107 Fax Number () _____
Email Address esee@STATECONTRACTING.COM

Company Name Giannetti Contracting Corp
Your Name /Title Houston Emis (PM)
Mailing Address 1801 NW 18th St.
City Pompano Beach State FL Zip Code 33069
Telephone Number (954) 972-8104 Fax Number () _____
Email Address houston@giannetticorp.com

CITY OF POMPANO BEACH
MANDATORY PRE-BID CONFERENCE

SIGN IN SHEET

P-08-19

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

DATE: 1/23/2019

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

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

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

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

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

CITY OF POMPANO BEACH
MANDATORY PRE-BID CONFERENCE

SIGN IN SHEET

P-08-19

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

DATE: 1/23/2019

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

Company Name _____

Your Name /Title _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number () _____ Fax Number () _____

Email Address _____

Company Name _____

Your Name /Title _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number () _____ Fax Number () _____

Email Address _____

Company Name _____

Your Name /Title _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number () _____ Fax Number () _____

Email Address _____

Company Name _____

Your Name /Title _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone Number () _____ Fax Number () _____

Email Address _____

TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

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

And/Or

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

Or

_____ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

_____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

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

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

(Date)

(Name of Firm)

BY: _____
(Name)

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____



P-08-19 Addendum 2

Burkhardt Construction, Inc.

Supplier Response

Event Information

Number: P-08-19 Addendum 2
Title: CMAR Services for Various Streetscape Improvements Projects
Type: Request for Qualifications
Issue Date: 1/10/2019
Deadline: 2/13/2019 02:00 PM (ET)
Notes: Construction Management at Risk (CMAR) Services for Various Streetscape Improvement Projects

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

- 1 – Dixie Highway Streetscape Improvements (estimated construction \$26,424,000 plus \$396,360 for preconstruction services). Note: this project may be combined with proposed improvements on Atlantic Boulevard from NW 6th Avenue to Cypress Road with estimated construction costs of approximately \$9 million. However, City does not have adequate funding nor can the City promise to award the additional work until funding has been secured. This project is divided in 2 phases. Phase I construction may start from McNab Road to NE 6th Street including improvements to the intersection of Atlantic Boulevard. Phase I includes improvements to the section of

Atlantic Boulevard from NW 6 Ave to Cypress Road (subject to funding availability). Phase II to include construction of remaining segment on Dixie Highway from NE 6th Street to Sample Road.

- 2 – SR A1A Improvements (estimated construction \$8,896,000 plus \$133,440 for preconstruction services). Note: construction funds previously set aside for overhead utilities conversion services have been omitted from the overall initial budget set aside for this project. Overhead conversion services will be awarded separately per a previous agreement with a qualified contractor. Project is divided in 2 phases. Phase I construction is expected to start from Terramar to Atlantic Boulevard. Phase II will include construction of remaining segment of A1A from Atlantic Boulevard to Hillsboro Inlet.
- 3 – Dr. Martin Luther King Jr., Boulevard Improvements (estimated construction \$5,535,000 plus \$83,025 for preconstruction services, if necessary). All work is expected to be completed in one phase.
- 4 – NE 33rd Street Improvements (estimated construction \$5,242,500 plus \$78,638 for preconstruction services). All work is expected to be completed in one phase.

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

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

Contact Information

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

Burkhardt Construction, Inc. Information

Address: 1400 Alabama Avenue
Suite 20
West Palm Beach, FL 33401
Phone: (561) 659-1400

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).

Marc R Kleisley

Signature

Submitted at 2/13/2019 10:15:03 AM

marc@burkhardtconstruction.com

Email

Requested Attachments

Bid Proposal Package

Burkhardt - 1. Proposal Response to RFQ P-08-19 Final.pdf

Must be attached and Uploaded to Attachment Tab

Financial Statement

Confidential Burkhardt Construction financial information.pdf

Must be attached and Uploaded to Attachment Tab - Please Mark "Confidential"

Local Business Program Forms

Burkhardt - 3. Local Business Forms P-08-19.pdf

You must complete these forms and upload it to the Response Attachments tab.

T1_T2_Form

Burkhardt - 4. T1_T2 Compliance Form P-08-19.pdf

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

Proposers Information Page

Burkhardt - 5. Proposer Information Page P-08-19.pdf

This form is to be completed and included with your proposal that must be uploaded to the Response Attachments tab

Bid Attributes

1 Terms & Conditions

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

☐ Agree

2 Acknowledgement of Addenda

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

☐ Yes

3 Conflict of Interest

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

☐ No

4 Drug-Free Workplace

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

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

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

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.



Response to Request for Qualifications P-08-19
Construction Management at Risk (CMAR) for
Various Streetscape Improvement Projects

February 13, 2019

BURKHARDT
CONSTRUCTION, INC.







A. Title Page



City of Pompano Beach Request for Qualifications P-08-19 Construction Management at Risk (CMAR) Services for **Various Streetscape Improvement Projects**

Submitted by:

Burkhardt Construction, Inc.
1400 Alabama Avenue, Suite 20
West Palm Beach, Florida 33401
561.659.1400

Contact Person:

Marc Kleisley, Vice President
Marc@BurkhardtConstruction.com
561.659.1400

Date:

February 13, 2019

SECTION B - Table of Contents





B. Table of Contents

Briny Avenue Streetscape



Hollywood Side Street Streetscape



Old Pompano Fire Fountain



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SECTION C - Letter of Interest





C. Letter of Interest

February 13, 2019

Ms. Jill Press

City of Pompano Beach

Purchasing Office

1190 N.E. 3rd Avenue, Building C

Pompano Beach, Florida 33060

RE: Response to RFQ P-08-19 Construction Management at Risk Services for Various Streetscape Improvement Projects

Dear Ms. Press and Selection Committee Members:

When selecting a contractor to provide exceptional construction management at risk (CMAR) services for your agency and stakeholders, the City needs a local firm that will adhere to your budgets and schedules. Burkhardt Construction completely understands the City's plan to improve local neighborhoods, infrastructure and roadways. Providing elements of beautification along with bright, clear signage and comfortable sidewalks will ultimately add to the City's appeal in attracting new residents and visitors as well as generating various revenues for the City's utilization and benefit.

We hope you'll keep in mind our team's expertise in successfully completing similar projects.

Burkhardt is an expert in construction management of municipal streetscape improvements in active business and pedestrian environments. We have a proven track record of successfully delivering dozens of public space enhancements, streetscapes and park projects for municipalities in South and Central Florida, all of which have been completed on or ahead of schedule and within budget. Our team's ability to serve your needs has been demonstrated on projects such as: Old Pompano Streetscape and Infrastructure Improvements, Pompano Beach Boulevard Streetscape, East Atlantic Boulevard Streetscape and Briny Avenue Streetscape Improvements.

Proposer's Understanding & Positive Commitment

Burkhardt Construction fully understands the scope of work for CMAR services on your Various Streetscape Improvement Projects. We are positively committed to completing all work on or ahead of schedule and on budget. Having working with the City over the past eight years, we are very familiar with local conditions and neighborhoods. Your project scopes include streetscape improvements and undergrounding of franchise utilities in areas of heavy vehicular and pedestrian traffic. We are ready to share our strategic intel from relevant projects to save the City both time and money. Burkhardt also understands your stakeholders' needs, so we stand ready to continue revitalizing your streets to enhance their experience and quality of life.



C. Letter of Interest

Your work sites are adjacent to homes, condos, hotels and other businesses, so environmental sensitivity and disruption minimization will be extremely important. Our firsthand experience and comprehensive understanding of streetscape construction ensures your Various Streetscape Improvement Projects will be successfully delivered to your stakeholders, as promised. Burkhardt Construction will apply our extensive knowledge to complete these projects to the City's complete satisfaction.

Past Performance

As an owner making qualifications-based selection decisions, history and past performance must be primary considerations for the City of Pompano Beach. Burkhardt Construction has an unblemished track record of successfully performing municipal streetscape and utility projects throughout Central and South Florida. Throughout these projects, one thing remains the same. In our 43-year history, Burkhardt Construction has:

- ✓ NEVER had a construction litigation claim filed against the company
- ✓ NEVER filed a construction litigation claim against an Owner
- ✓ NEVER been assessed liquidated damages for late project completion
- ✓ ALWAYS completed every project undertaken

Burkhardt Construction, Inc. - Duly Authorized Representative:

FEIN: 59-1622522

1400 Alabama Avenue, Suite 20

West Palm Beach, Florida 33401

561.659.1400 | 561.659.1402 fax

Marc Kleisley, Vice President - Marc@BurkhardtConstruction.com

Burkhardt Construction will consider it an honor and privilege to serve the City's needs for the beautification of local streets in the areas designated in your RFQ. We hereby acknowledge receipt of Addendum #1, dated 01.23.17 and Addendum #2, dated 02.02.17. Thank you for the opportunity to submit our qualifications for your review and consideration. We appreciate your time and look forward to serve the City's construction needs.

Respectfully submitted,

Marc Kleisley

Vice President/Project Principal

SECTION D - Technical Approach





D. 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.

OVERALL PLAN FOR VARIOUS STREETSCAPE IMPROVEMENT PROJECTS

The Burkhardt Construction team offers the City of Pompano Beach a wealth of knowledge specifically related to constructing urban streetscape and infrastructure improvement projects in an active resident and pedestrian environments. Our knowledge is the result of the successful, on-time, on-budget, claims and litigation free completion of over 75 downtown urban streetscape projects between Orlando and Miami Beach. Over the course of these projects we have developed specific methods to achieve project success.

PRECONSTRUCTION PHASE SERVICES

Burkhardt's approach to the preconstruction phase of your projects pulls from our years of experience on dozens of similar improvement projects. Preconstruction phase methods include:

- 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.

MAJOR TASKS & RESPONSIBILITIES

- ✓ Involve and work with City staff, police, fire and emergency rescue to develop maintenance of traffic, emergency access, evacuation routes and hurricane preparedness plans
- ✓ Conduct a kick-off meeting with City staff, the public and residents to introduce the construction team, inform them as to schedule and sequence and answer questions from the public and stakeholders along the corridor





BURKHARDT
CONSTRUCTION, INC.

D. Technical Approach

- ✓ Produce a construction video to document existing conditions
- ✓ Assign a resident liaison from Burkhardt Construction to interact with residents on a daily basis to inform, advise and listen to their needs
- ✓ Prepare a master list of names and phone numbers for distribution to the City and residents
- ✓ Conduct weekly job progress meetings with City staff, Burkhardt Construction, active subcontractors, design professionals and a resident representative
- ✓ Prepare and submit to City a monthly summary of the project, including aerial progress photos, job meeting notes, schedule updates, budget updates and application for payment
- ✓ Hold a monthly "Coffee with the Crew" opportunity for residents to meet with us for updates and questions
- ✓ Prepare shop drawings, RFI's and other documents necessary to accomplish the work
- ✓ Manage the construction site, which includes a project office for the administration and supervision of the project
- ✓ Establish and maintain the construction schedule including identifying variances, delays or early completion of tasks, and the maintenance of the schedule



- ✓ Develop a system for cost control
- ✓ Develop and manage the pay application and change order process, including coordination with the design staff and City personnel
- ✓ Provide the means and methods of construction
- ✓ Provide jobsite safety and security
- ✓ Provide continuous monitoring and inspection of work to determine progress and conformance with design documents and documenting same
- ✓ Schedule and coordinate all required inspections with appropriate disciplines including City Inspectors
- ✓ Maintain written project progress records and provide written reports of project progress and status at least once a month relating to budget, progress payments, change orders, performance and schedule adherence
- ✓ Guarantee construction quality
- ✓ Perform or cause to be performed, all required remedial work identified through the inspection process and at the direction of the City's internal appointed project manager
- ✓ Participate in meetings on the project with the City and design staff or public individuals or groups as may be directed by the City's project manager





D. Technical Approach

Worth Avenue Streetscape Phasing Map



- ✓ Develop, plan, coordinate, and assist in the start-up testing and certification of any building systems and equipment, replaced and/or affected by the construction
- ✓ Provide project close-out coordination
- ✓ Provide Certificate of Completion and all documents of record to City staff and/or consultants for archiving
- ✓ Keep written minutes of all meetings, decisions and discussions pertaining to this project and submit copies of same to the City and/or City designees for archiving within 48 hours of said meeting
- ✓ Provide all other services generally provided under a Construction Services Agreement on a project of like magnitude, scope, use and complexity

CONSTRUCTION PHASE SERVICES

- 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

- A. Undergrounding existing FPL, AT&T 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).

**Active Public/
Pedestrian Environment**





D. Technical Approach

- H. Base information review/identification of site design issues/opportunities.
- I. Cost estimating and value engineering.
- J. Paving and Hardscape materials.
- K. Lighting-Electrical Engineering (Fixture selection, photometrics and location).
- L. Site Furnishings and Special Features.
- M. Roadway alignment plan coordination.
- N. Outline Specifications.
- O. Plans that shall reflect the location and dimensioning of the following elements:
 - 1. Plazas, walkways/sidewalks, and specialty features.
 - 2. Steps, ramps and retaining walls
 - 3. Site furnishings
 - 4. Exterior lighting
 - 5. Hardscape/Paving Plans
 - 6. Special pavement materials and patterns (Type and location)
 - 7. Pedestrian surfaces/Plazas
 - 8. Curbs and paving borders
 - 9. Planting Plans - Quantity, size, and description of the following:
 - a. Trees (including relocation of any existing trees)
 - b. Shrubs and groundcovers
 - c. Soil mixes
 - d. Planting details and specifications
- P. Irrigation (City to supply source information for irrigation source, i.e., well or City water source).
 - 1. Piping and hydraulics design
 - 2. Pump and/or well design
 - 3. Specifications



- Q. Construction Details
 - 1. Decorative walls (structural sub-consultant)
 - 2. Special pavements
 - 3. Various lighting treatments
 - 4. Landscaped edges and buffers
 - 5. Stairs, ramps, walls and walkways (structural sub-consultant)
 - 6. Curbs and hardscape edges
 - 7. Site furniture
 - 8. Construction Details
 - 9. Construction Specifications
 - 10. Technical Specifications
 - 11. ADA compliance
- R. Full bridge replacement services (structural, aesthetics, etc.)
- S. Artificial turf installation services including required drainage and necessary appurtenances:
 - 1. Stadium bleachers
 - 2. Shade structures
 - 3. Decks
 - 4. Concession buildings
 - 5. Bathrooms
 - 6. Playground equipment
 - 7. Exercise equipment (static, dynamic)
- T. Other



D. Technical Approach

MINIMIZATION OF NEGATIVE IMPACT TO RESIDENTS

One of the main reasons we are so successful at performing streetscape and roadway improvement projects is our attention to resident needs.

We realize how important residents are to a downtown area, and we have developed methods over our past 75+ streetscape projects to minimize any inconvenience to all stakeholders during construction.

Some steps we have taken to reduce negative impact to businesses include:

- ✓ Using temporary boardwalks to keep sidewalks open
- ✓ Scheduling heavy construction during off-peak hours
- ✓ Allowing at least one lane of traffic to flow through the project, maintaining access to businesses and residences
- ✓ Designating a full-time, on-the-street resident liaison in areas of intense residential activity
- ✓ Inviting a resident representative to participate in weekly job progress meetings to convey information from residents to the construction team and vice versa
- ✓ Providing water and ice to restaurants in cases of temporary interruptions to water service
- ✓ Assisting businesses and residences with sanitation pickup, if dumpster access is impeded
- ✓ Assisting residences and businesses with deliveries, if delivery access is impeded

PROJECT TIME SCHEDULE

Burkhardt Construction uses Microsoft Project to create Bar Chart Schedules. This schedule is created before the project begins and will be carefully reviewed with the City. We take all events into consideration (parades, celebrations, festivals, etc.) and incorporate them as milestones in the project in an effort to minimize the impact construction may have on residents. This schedule is also discussed and updated at every one of our weekly project meetings.

Burkhardt Construction utilizes Procore, a cloud-based project management system, to implement and achieve our projects. This system tracks:

Schedule	Change Proposals
Transmittals	Subcontracts
Correspondence	Purchase orders
Requests for Information	Applications for Payment
Drawings	Job Meeting Agendas
Submittals	Job Meeting Notes
Daily Reports	

All of this information tracks and documents the progress of the project and, if desired by the City, can be accessed via the internet.

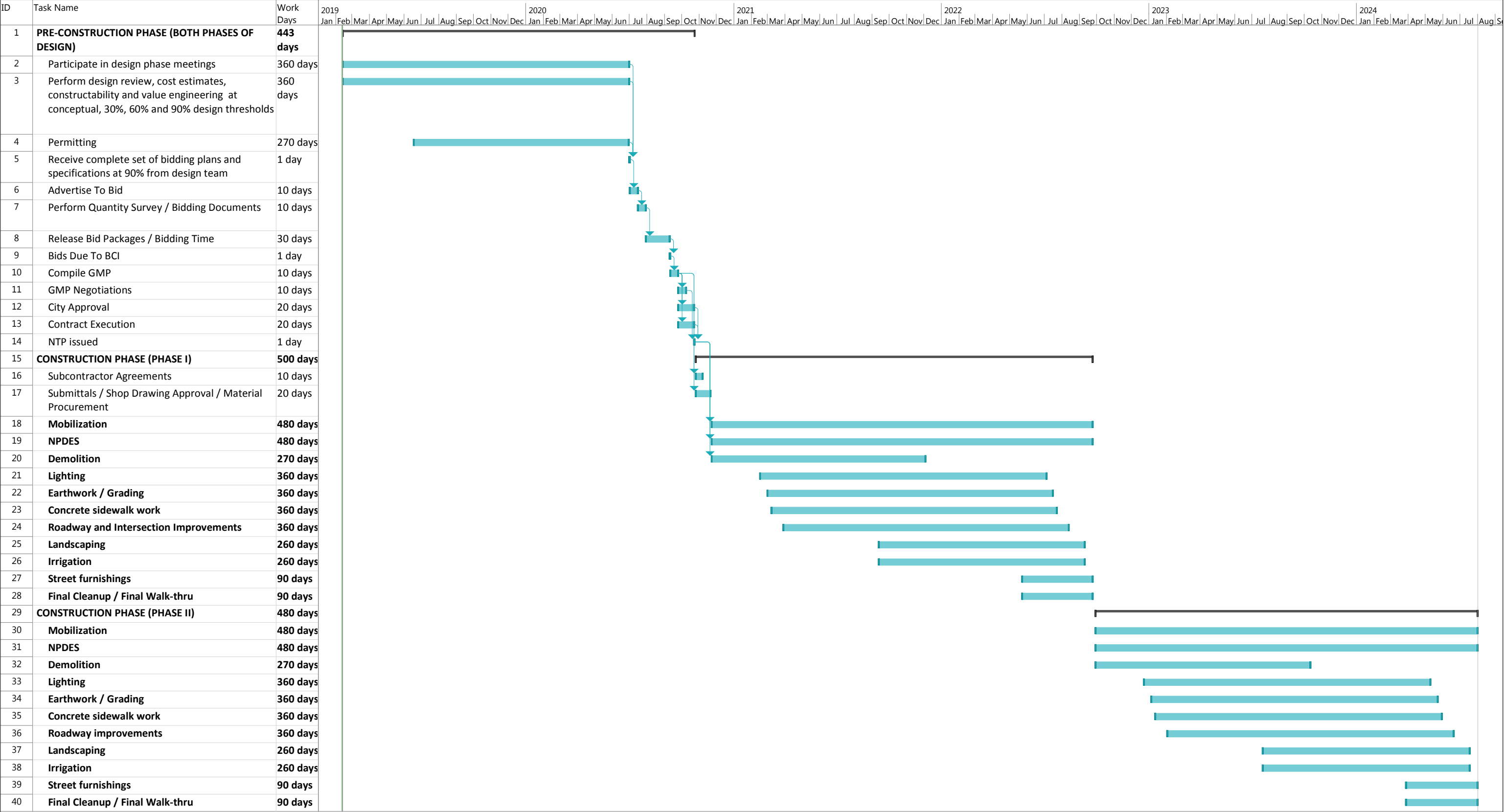
STAFF ASSIGNED

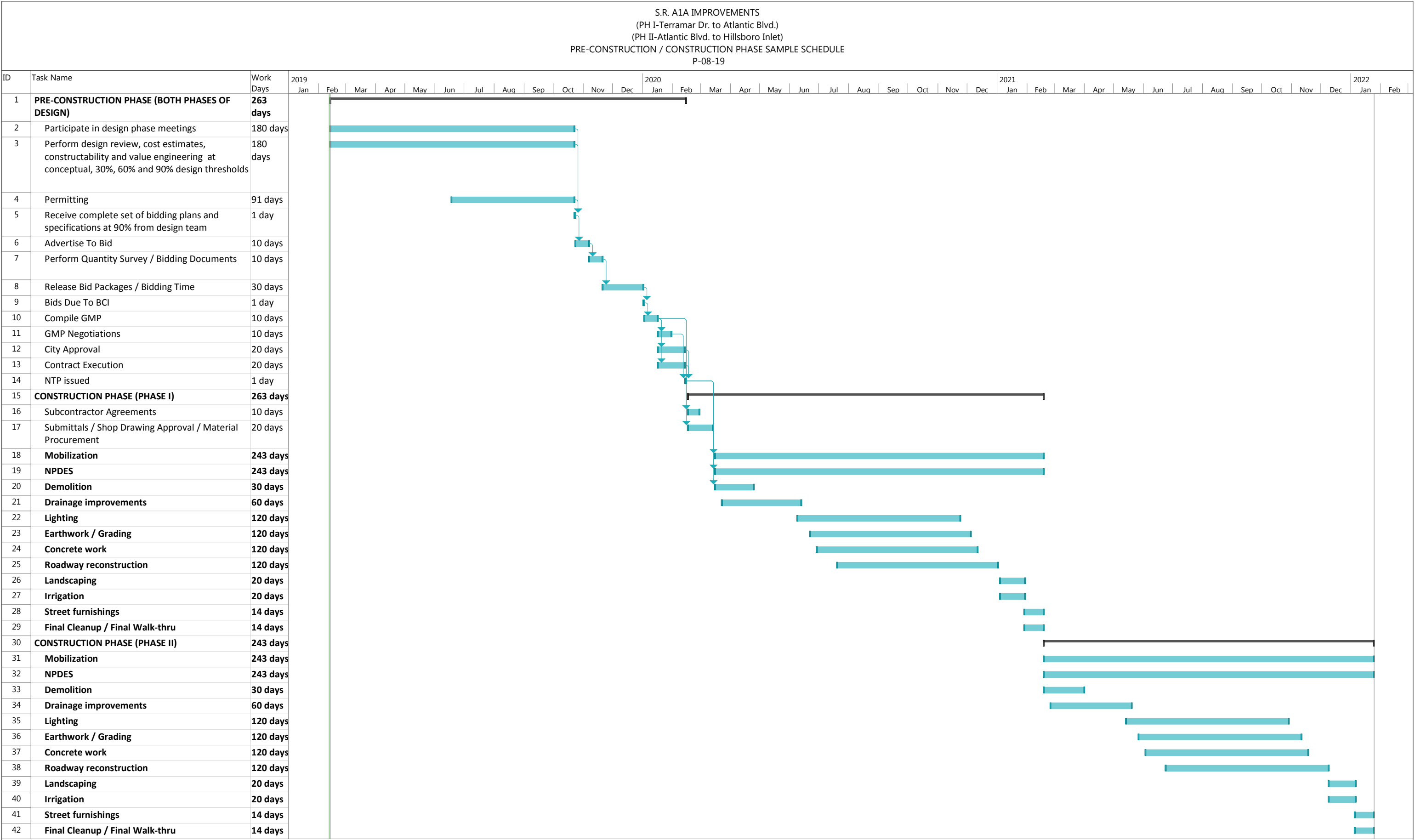
Marc Kleisley will be directly involved in the construction phase of the Construction Services. Tony and Brandon will be involved in all aspects of construction. Hemant will assist Tony and Brandon during all phases. CQ will be onsite, full-time managing day-to-day project activities. Vince and Marc will oversee all company operations and will always be available to the City, if needed.

SECTION E - Schedule

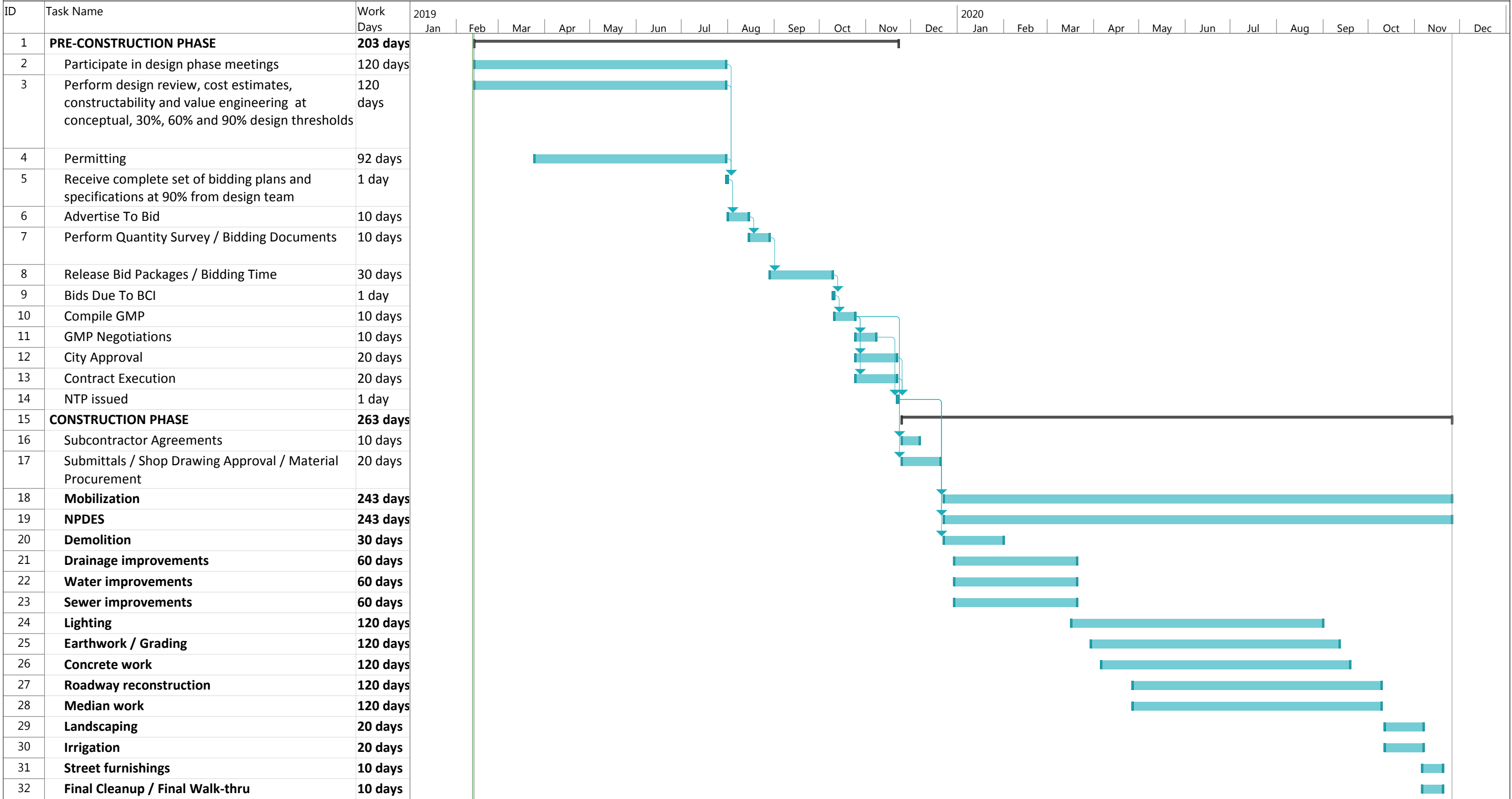


DIXIE HIGHWAY STREETScape IMPROVEMENTS
(PH I-McNabb Rd. to NE 6th St, incl Atlantic Blvd intersection + Atlantic from NW 6th Ave to Cypress Rd)
(PH II- NE 6th St to Sample Rd)
PRE-CONSTRUCTION / CONSTRUCTION PHASE SAMPLE SCHEDULE
P-08-19





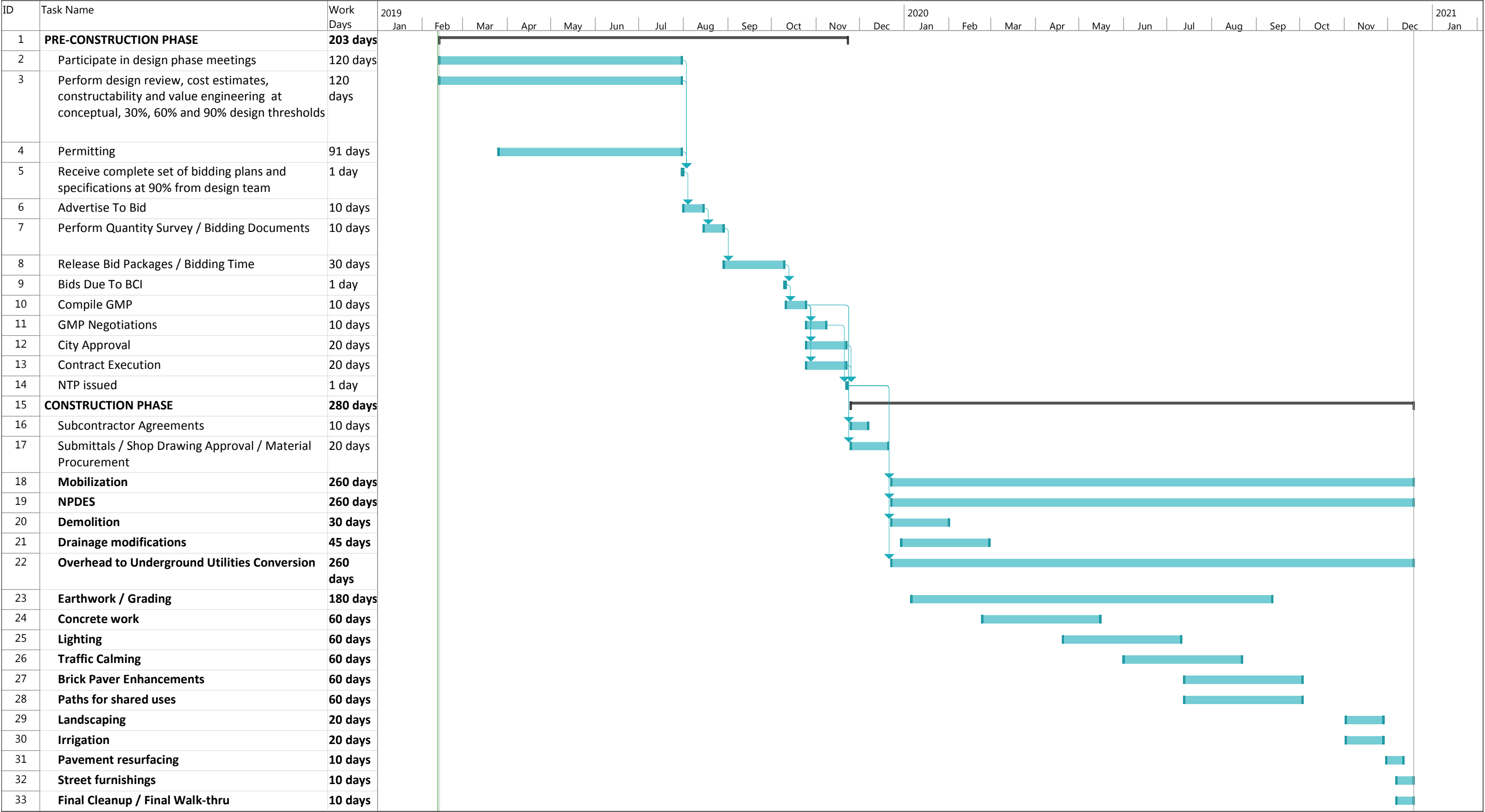
DR. MARTIN LUTHER KING, JR. BOULEVARD IMPROVEMENTS
(FROM NW 6TH AVENUE TO I-95)
PRE-CONSTRUCTION / CONSTRUCTION PHASE SAMPLE SCHEDULE
P-08-19



DATED 2/13/2019
SAMPLE SCHEDULE
*DURATIONS MAY CHANGE BASED ON DESIGN



NE 33rd STREET IMPROVEMENTS
PRE-CONSTRUCTION / CONSTRUCTION PHASE SAMPLE SCHEDULE
P-08-19



DATED 2/13/2019
SAMPLE SCHEDULE
*DURATIONS MAY CHANGE BASED ON DESIGN



SECTION F - Project Team Form





F. Project Team Form

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

PROJECT TEAM

RFQ NUMBER P-08-19

Federal I.D.# 59-1622522

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Vincent G. Burkhardt</u>	<u>46</u>	<u>Please see</u>
Project Manager	<u>Tony Sabatino (Sr. Project Mgr.)</u>	<u>38</u>	<u>resumés in</u>
Asst. Project Manager	<u>Hemant Tank</u>	<u>38</u>	<u>Section I. for</u>
Other Key Member	<u>Marc Kleisley (Project Principal)</u>	<u>25</u>	<u>Education &</u>
Other Key Member	<u>Brandon Rhodes (Project Manager)</u>	<u>13</u>	<u>Degree info</u>

SUB-CONSULTANT

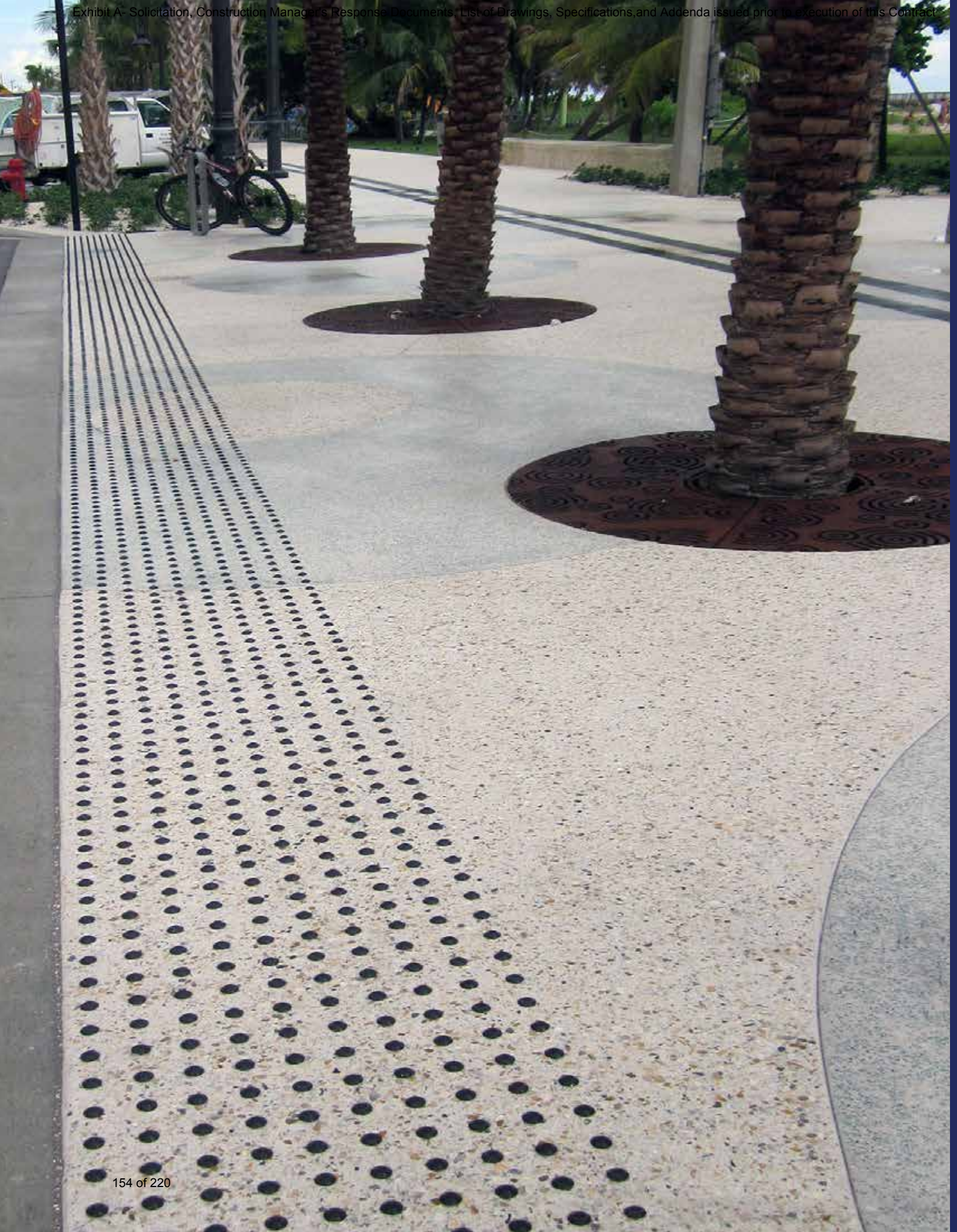
Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>These subcontractors and</u>	
	<u>vendors will be invited to bid</u>	
Landscaping	<u>at the time of Guaranteed</u>	
	<u>Maximum Price (GMP)</u>	
Engineering	<u>development</u>	
Other Key Member		
Other Key Member		
Other Key Member		
Other Key Member		

(use attachments if necessary)

P-08-19

26

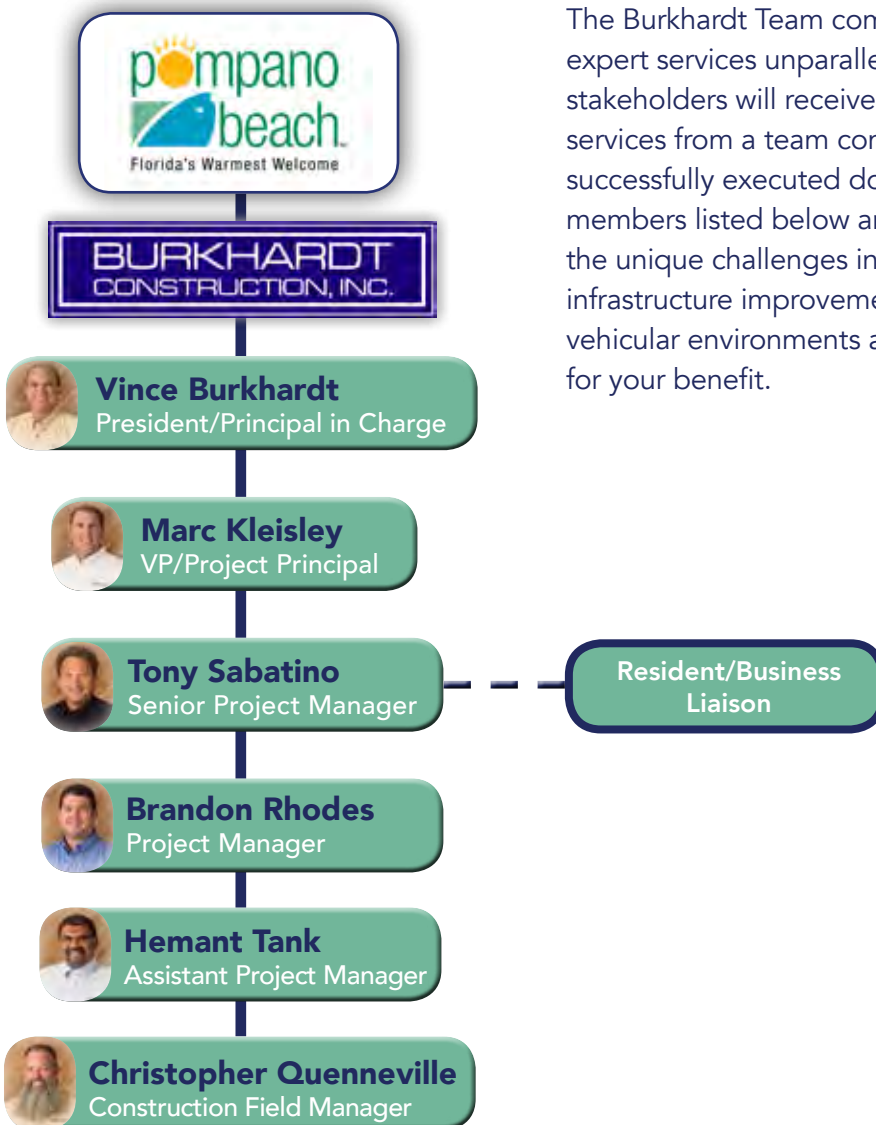
SECTION G - Organizational Chart





G. 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 coordination of separate components of the scope of services.



The Burkhardt Team commits to the City of Pompano Beach expert services unparalleled by any other team. You and your stakeholders will receive the highest quality construction services from a team composed of individuals who have successfully executed dozens of similar projects. Our key staff members listed below and on the following pages understand the unique challenges involved in constructing streetscape and infrastructure improvements in active resident, pedestrian and vehicular environments and we will put this knowledge to work for your benefit.



G. Organizational Chart - Management Plan



Vince Burkhardt, President

Vince is a State Certified General Contractor with 46 years of experience in the construction industry. He founded Burkhardt Construction in 1975 and has been operating under the same name, in the same location ever since. He is responsible for 43 years of successful, claims-free construction projects, all delivered on time and on or under budget. Vince assumes direct and ultimate responsibility for all construction administration.



Marc Kleisley, VP/Project Principal

Marc has 25 years of experience in streetscape construction services for municipal clients across South and Central Florida. His decades of experience and civil engineering educational background blend to offer you the highest quality management for your type of projects. Serving as your Project Principal, Marc's responsibilities consist of coordinating, scheduling, and overseeing construction services from start to finish.



Tony Sabatino, Senior Project Manager

Tony will serve as your Senior Project Manager on your Various streetscape Improvement Projects and has been with the Burkhardt family since 2004. He is a State Certified General Contractor and holds an Associate Degree in Applied Sciences from Youngstown State University. Tony has 38 years of experience in the construction industry.

Tony will have the overall responsibility of communicating operational plans and activities with City staff and will coordinate the flow of information for our team, as well as your residents. This includes scheduling and logistics plans, public notices and contract administration.



Brandon Rhodes, Project Manager

Brandon Rhodes has been a project manager for Burkhardt Construction since 2006. He has worked closely with Marc, Hemant and CQ on multi-million dollar beachfront improvement projects in Hollywood and Pompano Beach. Brandon excels in communicating with businesses and residents whose properties border construction sites, keeping all parties informed of progress and minimizing any inconvenience caused by road closures or construction.

Brandon's duties will consist of securing permits, scheduling inspections, reviewing submittals, reviewing plan changes and updating the plan log, preparing job progress meeting agendas and notes, preparing MOT plans and submittals, preparing monthly applications for payment and preparing close-out documents.



Hemant Tank, Assistant Project Manager

Hemant has been an Assistant Project Manager for Burkhardt Construction for 13 years. During that time, he has played an important support role in every project we have constructed. Hemant will handle many of the administrative tasks of construction project management and assist Marc, Tony and Brandon, when necessary.



G. Organizational Chart - Management Plan



**Christopher Quenneville (CQ),
Construction Field Manager**

Christopher has been an invaluable member of the Burkhardt Construction team for over 18 years. He has managed crews on many utility and infrastructure improvement projects from Mount Dora to Miami. CQ has an excellent eye for detail and will ensure that every aspect of your project meets our exacting quality standards.

His duties will consist of managing Burkhardt's superintendents and self-performing work crews, day-to-day scheduling, coordinating material deliveries, daily safety inspections, providing feedback on constructability and maintenance of traffic.

Resident Liaison

We will designate a full time Resident Liaison to your Various Streetscape Improvement Projects. This person is a "non-tool-belt" staff member who is tasked with keeping residents informed of construction progress and handling any issues that may arise. He/she will serve as a friendly intermediary between the construction team and affected property owners. Our liaison's contact information will also be distributed to all residents at the beginning of construction, so he/she can be easily reached during construction hours.



SECTION H - Statement of Skills and Experience of Project Team





H. Statement of Skills and Experience of Project Team

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

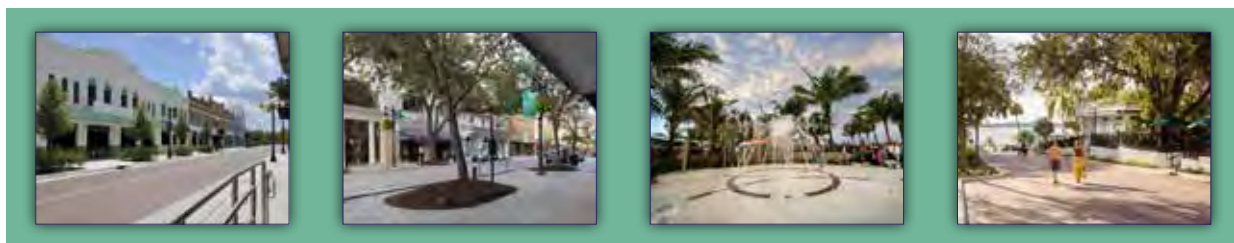
SIMILAR PROJECT EXPERIENCE OF OUR TEAM MEMBERS

Burkhardt Construction's team members have extensive experience in building streetscapes, converting/replacing underground utilities and other public space projects. We have successfully completed **more than 75 streetscape and infrastructure improvement projects** in South and Central Florida. Each and every one of these projects was completed by our staff on-time and at or under budget.

We maintain a local office in Pompano Beach and have done so for the past eight years and our primary office is in West Palm Beach. Our 31 staff members include: project managers, construction field managers, carpenters, equipment operators, laborers and support staff. The Burkhardt team has strong qualifications in all of the scope areas outlined in your RFQ and our relationships with local vendors guarantees that we will continue exceeding your expectations in successfully delivering these improvement projects to the City's complete satisfaction.

Unless otherwise noted, below is a list of construction management at-risk improvement projects that Burkhardt Construction has successfully completed for the City of Pompano Beach over the past five years.

Please refer to Section I. Resumes for detailed, relevant project experience of our team.



SECTION I - Resumés of Key Personnel





Include resumés for key personnel for prime and subconsultants.

BURKHARDT TEAM EXPERIENCE

The staff assigned to the City of Pompano Beach have years of experience in similar projects and with the Construction Management at Risk Services project delivery method. **We offer four technical and two licensed staff members for the City's benefit on these projects.**

Vince Burkhardt and Marc Kleisley were involved in each and every project provided on the preceding pages. Vince holds a Bachelor of Science in Building Construction from the University of Florida and Marc holds a Bachelor of Science in Civil Engineering from Auburn University.

Tony Sabatino was the Senior Project Manager for the Old Pompano Franchise Utility Undergrounding & Streetscape and Town Hall Square Improvements, as well as many other successful Burkhardt Construction projects. Tony holds an Associate Degree in Applied Science from Youngstown State University.

Brandon Rhodes was the Project Manager for the Old Pompano Franchise Utility Undergrounding & Streetscape, the Hollywood Beach Side Streets Streetscape and several other successful projects completed for the City of Pompano Beach. Brandon holds a Bachelor of Science Degree in Business Administration from the University of Florida.

Hemant Tank was involved in each of the projects on the preceding pages. Hemant holds a Bachelor of Engineering Degree in Civil Engineering from the University of Allahabad.

Finally, Christopher Quenneville served as Construction Field Manager for the Pompano Beach Boulevard Streetscape, Old Pompano Franchise Utility Undergrounding & Streetscape, Town Hall Square Improvements and all three phases of the Mount Dora Streetscape Improvements.



BURKHARDT
CONSTRUCTION, INC.

I. Resumés of Key Personnel

Letter of Commitment



Vincent G. Burkhardt
President



February 13, 2019

Ms. Jill Press
City of Pompano Beach
Purchasing Office
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida 33060

RE: Response to RFQ P-08-19 Construction Management at Risk Services for
Various Streetscape Improvement Projects

Dear Ms. Press and Selection Committee Members:

We hereby confirm the staff we assign to the Various Streetscape Improvement Projects will participate throughout the project until it is complete to the City's full satisfaction. Although we don't anticipate a need, Burkhardt also understands that in the event, a replacement of designated staff member was needed, it would require the City's written approval.

We currently have the following staff members on our team:

- a. Number of technical staff – 4
- b. Qualifications of technical staff:
 - (1) *Number of licensed staff* - 2
 - (2) *Education of staff* – Please refer to the previous page for an education summary.
 - (3) *Experience of staff* – Please refer to Section I.

Very truly yours,
BURKHARDT CONSTRUCTION, INC.

A handwritten signature in blue ink, appearing to read "Marc Kleisley".

Marc Kleisley
Vice President/Project Principal

1400 Alabama Avenue • West Palm Beach, Florida 33401 • (561) 659-1400 • Fax (561) 659-1402



Vince Burkhardt

President

BACKGROUND SUMMARY

Vince is a State Certified General Contractor with 46 years of experience in the construction industry. He founded Burkhardt Construction in 1975 and has been operating under the same name, in the same location ever since. Vince is responsible for 43 years of successful, claims-free construction projects, all delivered on time and on or under budget. Serving as President, Vince assumes direct and ultimate responsibility for all construction administration.

CREDENTIALS

Industry Experience:

46 Years

Years with Burkhardt:

43 Years

Education:

Bachelor of Science,
Building Construction,
University of Florida,
1972

Professional Licenses:

Certified General
Contractor, State of
Florida

Professional

Memberships:

Life Director,
Associated General
Contractors of America

Past President, Florida
East Coast Chapter
Associated General
Contractors of America

Associate Member,
American Institute of
Constructors

VINCE'S BENEFITS TO THE CITY AND YOUR STAKEHOLDERS ON VARIOUS STREETScape IMPROVEMENT PROJECTS

- Leadership
- Client Satisfaction
- Zero Litigation
- 5th Generation
South Florida Builder

PROJECT EXPERIENCE (Partial Sampling)

Clematis Street 300 Block Streetscape, On-going, City of West Palm Beach, \$2.4 million
Bradley Park Improvements, 2017, Town of Palm Beach, \$2 million
Briny Avenue Streetscape Improvements, 2018, City of Pompano Beach, \$4.4 million
Town-Wide Overhead Utility Undergrounding, Phase 1-North, On-going,
Town of Palm Beach, \$4.8 million
Hollywood Side Street Streetscape & Infrastructure Improvements Phase 3,
On-going, City of Hollywood, \$13.9 million
Town Hall Square Streetscape - Phases 1 & 2 CMAR, 2016, Town of Palm Beach,
\$6.3 million
Old Pompano Utility Undergrounding & Streetscape Improvements, 2016,
City of Pompano Beach, \$5.5 million
D-4 & D-10 Stormwater Pump Station Construction, 2016, Town of Palm Beach,
\$5.9 million
North Ocean Boulevard Seawall Replacement, 2016, Town of Palm Beach,
\$6.1 million
Peruvian Avenue Streetscape & Infrastructure Improvements, 2013,
Town of Palm Beach, \$1.2 million
Sunset Park, Downtown Streetscape & Utility Improvements Phases 1, 2 & 3, 2015,
City of Mount Dora, \$10.3 million
B.F. James Park, 2014, City of Hallandale Beach, \$5 million ****LEED® Gold Certified****
Kissimmee Lakefront Park Phases 1, 2 & 3, 2014, City of Kissimmee, \$30.8 million
Pompano Beach Boulevard Streetscape, 2013, City of Pompano Beach, \$8.4 million
A39 to A7 Force Main Replacement, 2012, Town of Palm Beach, \$11.4 million
Hollywood Side Streets Streetscape & Infrastructure Improvements Phase 2, 2012,
City of Hollywood CRA, \$12.4 million
Palmetto Park Road & Downtown Promenade Streetscape, 2011, City of Boca Raton,
\$6.7 million
Kimley-Horn & Associates Office, West Palm Beach, 2011, \$1.9 million,
****LEED® Silver Certified****
Worth Avenue Streetscape, 2010, Town of Palm Beach, \$13.1 million
Hollywood Utility Undergrounding & Streetscape Improvements Phase 1, 2010,
City of Hollywood CRA, \$4.9 million



Marc Kleisley

Vice President/Project Principal

BACKGROUND SUMMARY

Marc has 24 years of experience in horizontal and public space construction for municipal clients. His decades of experience and civil engineering educational background combine to offer you the highest quality management for your type of projects. Serving as your Project Principal, Marc's responsibilities will consist of coordinating, scheduling, and overseeing pre-construction and construction services from start to finish on your Various Streetscape Improvement Projects.

CREDENTIALS

Industry Experience:
24 Years

Years with Burkhardt:
24 Years

Education:
Bachelor of Science,
Civil Engineering,
Auburn University, 1994

Professional Memberships:
Former Member, Board
of Directors, Florida
Redevelopment Association

MARC'S BENEFITS TO THE CITY AND YOUR STAKEHOLDERS ON VARIOUS STREETScape IMPROVEMENT PROJECTS

- Leadership
- Client satisfaction
- Streetscape expert
- Community outreach
- Infrastructure expertise

PROJECT EXPERIENCE *(Partial Sampling)*

Clematis Street 300 Block Streetscape, On-going, City of West Palm Beach, \$2.4 million
 Briny Avenue Streetscape Improvements, 2018, City of Pompano Beach, \$4.4 million
 Bradley Park Improvements, 2017, Town of Palm Beach, \$2 million
 Town-Wide Overhead Utility Undergrounding CMAR, Phase 1 - North, On-going, Town of Palm Beach, \$4.8 million
 Hollywood Side Street Streetscape & Infrastructure Improvements Phase 3, On-going, City of Hollywood, \$13.9 million
 Town Hall Square Streetscape - Phases 1 & 2 CMAR, 2016, Town of Palm Beach, \$6.3 million
 Old Pompano Utility Undergrounding & Streetscape Improvements, 2016, City of Pompano Beach, \$5.5 million
 D-4 & D-10 Stormwater Pump Station Construction, 2016, Town of Palm Beach, \$5.9 million
 North Ocean Boulevard Seawall Replacement, 2016, Town of Palm Beach, \$6.1 million
 Kissimmee Lakefront Park Phase 3, 2014, City of Kissimmee, \$11.5 million
 Downtown Streetscape Improvements Phase 2, 2014, City of Mount Dora, \$3.3 million
 B.F. James Park, 2014, City of Hallandale Beach, \$5 million ****LEED® Gold Certified****
 Sunset Park, Downtown Streetscape & Utility Improvements - Phases 1, 2 & 3, 2015, City of Mount Dora, \$10.3 million
 Hollywood Utility Undergrounding & Streetscape Improvements Phase 2, 2013, City of Hollywood CRA, \$12.4 million
 Pompano Beach Boulevard Streetscape, 2013, City of Pompano Beach, \$8.4 million
 A39 to A7 Force Main Replacement, 2012, Town of Palm Beach, \$11.4 million
 D-15, D-6 & D-7 Stormwater Pump Station Construction, 2012, Town of Palm Beach, \$4.9 million



CREDENTIALS

Industry Experience:

36 Years

Years with Burkhardt:

14 Years

Education:

Associates Degree, Applied Science, Youngstown State University, 1993

Professional License:

Certified General Contractor, State of Florida



Peruvian Avenue Streetscape

TONY'S BENEFITS TO THE CITY AND YOUR STAKEHOLDERS ON VARIOUS STREETSCAPE IMPROVEMENT PROJECTS

- Client satisfaction
- Municipal experience
- Infrastructure expert
- Community outreach
- Streetscape experience

BURKHARDT
CONSTRUCTION, INC.

Tony Sabatino

Senior Project Manager

BACKGROUND SUMMARY

Tony Sabatino has been a project manager for Burkhardt Construction since 2004. He is a State Certified General Contractor and has 36 years of experience in the construction industry. Tony has the ability to oversee multiple, concurrent projects at once for the same agency. Tony will have overall responsibility for communication with the City's staff and will coordinate the information flow for the team.

Tony will be ultimately responsible for reviewing cost estimates, managing the subcontractor bidding process, scope analysis, quantity take-offs, cost control, scheduling, value engineering and constructability. His duties will also consist of securing permits, scheduling inspections, reviewing submittals, reviewing plan changes and updating the plan log, preparing job progress meeting agendas and notes, preparing MOT plans and submittals, plus preparing monthly applications for payment.

PROJECT EXPERIENCE *(Partial Sampling)*

Town Hall Square Streetscape Phases 1 & 2 CMAR, 2016, Town of Palm Beach, \$6.3 million

Town-Wide Overhead Utility Undergrounding CMAR, Phase 1 - North, On-going, Town of Palm Beach, \$4.8 million

Lake Towers Condominium Franchise Utility Undergrounding, 2016, Town of Palm Beach, \$306,385

Old Pompano Utility Undergrounding & Streetscape Improvements, 2016, City of Pompano Beach, \$5.5 million

D-4 & D-10 Stormwater Pump Station Construction, 2015, Town of Palm Beach, \$5.9 million

Town Hall Square Fountain Restoration Phase 1, 2015, Town of Palm Beach, \$1.4 million

North Ocean Boulevard Seawall Replacement, 2015, Town of Palm Beach, \$6.1 million

Peruvian Avenue Streetscape & Infrastructure Improvements, 2013, Town of Palm Beach, \$1.2 million

A39 to A7 Force Main Replacement, 2012, Town of Palm Beach, \$11.4 million

D-15, D-6 & D-7 Stormwater Pump Station Construction, 2012, Town of Palm Beach, \$4.9 million

Palmetto Park Road & Downtown Promenade CM Streetscape, 2011, City of Boca Raton, \$6.7 million

Downtown Kissimmee Streetscapes, 2009, City of Kissimmee CRA, \$4.8 million

Moore's Creek Linear Park, 2010, City of Fort Pierce, \$5.4 million

Inlet Linear Park, City of Fort Pierce, \$563,298

7th Street Streetscape, 2008, City of Fort Pierce, \$1.6 million

Moore's Creek Bridge, 2008, City of Fort Pierce, \$896,994

Indian River Drive Streetscape, 2007, City of Fort Pierce, \$1.5 million



CREDENTIALS

Industry Experience:

11 Years

Years with Burkhardt:

11 Years

Education:

Bachelor of Science,
Business Administration,
University of Florida



Broadwalk Improvements
Phases I & II

BRANDON'S BENEFITS TO THE AND YOUR STAKEHOLDERS ON VARIOUS STREETSCAPE IMPROVEMENT PROJECTS

- Old Pompano project experience
- Pompano relationships
- Phased projects
- Streetscape experience

BURKHARDT
CONSTRUCTION, INC.

Brandon Rhodes

Project Manager

BACKGROUND SUMMARY

Brandon Rhodes has been a project manager for Burkhardt Construction since 2006. He has worked closely with Marc, Hemant and CQ on multi-million dollar beachfront improvement projects in Hollywood and Pompano Beach. Brandon excels in communicating with businesses and residents whose properties border construction sites, keeping all parties informed of progress and minimizing any inconvenience caused by road closures or construction. His duties will consist of securing permits, scheduling inspections, reviewing submittals, reviewing plan changes and updating the plan log, preparing job progress meeting agendas and notes, preparing MOT plans and submittals, preparing monthly applications for payment and preparing close-out documents.

PROJECT EXPERIENCE *(Partial Sampling)*

Briny Avenue Streetscape Improvements, On-going, City of Pompano Beach, \$4.4 million

Old Pompano Plaza, 2016, City of Pompano Beach, \$1.4 million

East Atlantic Boulevard Street Lighting, 2016, City of Pompano Beach, \$200,303

Old Pompano Temporary Parking Lot, 2016, City of Pompano Beach, \$346,045

Old Pompano Streetscape, On-going, City of Pompano Beach, \$4.1 million

Old Pompano Civic Plaza, On-going, City of Pompano Beach, \$1.4 million

Harbor Village, 2013, City of Pompano Beach, \$1.5 million

Atlantic Boulevard Streetscape, 2013, City of Pompano Beach, \$2.1 million

Pompano Beach Boulevard CMAR Streetscape, 2012, City of Pompano Beach, \$8.4 million

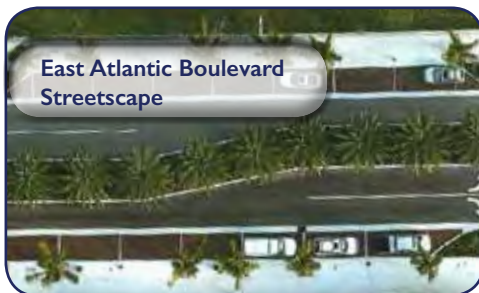
East Atlantic Boulevard CMAR Streetscape, 2012, City of Pompano Beach, \$902,471

Hollywood Side Streets Streetscape & Infrastructure Improvements Phase 2, 2012, Hollywood CRA, \$12.4 million

Hollywood Side Streets CMAR Streetscape & Infrastructure Improvements Pilot Program, 2010, Hollywood CRA, \$4.9 million

Surf Road Utility Improvements, Phases 1, 2 & 3, 2009, Hollywood CRA, \$9.3 million

East Atlantic Boulevard
Streetscape



Old Pompano Utility
Undergrounding & Streetscape





CREDENTIALS

Industry Experience:

39 Years

Years with Burkhardt:

13 Years

Education:

Bachelor of Engineering,
Civil Engineering, University
of Allahabad, 1979



Pompano Beach
Boulevard Streetscape



East Atlantic
Boulevard Streetscape

HEMANT'S BENEFITS TO THE CITY AND YOUR STAKEHOLDERS ON VARIOUS STREETSCAPE IMPROVEMENT PROJECTS

- City of Pompano Beach project experience
- Municipal experience
- Streetscape expert
- Tech savvy

BURKHARDT
CONSTRUCTION, INC.

Hemant Tank

Assistant Project Manager

BACKGROUND SUMMARY

Hemant has been an Assistant Project Manager for Burkhardt Construction for 13 years. During that time, he has played an important support role in every project we have constructed. Hemant will handle many of the administrative tasks of construction project management and will assist Marc and Tony, when necessary.

PROJECT EXPERIENCE *(Partial Sampling)*

Clematis Street 300 Block Streetscape, On-going, City of West Palm Beach, \$2.4 million

Bradley Park Improvements, 2017, Town of Palm Beach, \$2 million

Town Hall Square Streetscape Phases 1 & 2 CMAR, 2016, Town of Palm Beach, \$6.3 million

Town-Wide Overhead Utility Undergrounding CMAR, Phase 1 - North, On-going, Town of Palm Beach, \$4.8 million

Lake Towers Condominium Franchise Utility Undergrounding CMAR, 2016, Town of Palm Beach, \$306,385

Old Pompano Utility Undergrounding & Streetscape Improvements CMAR, 2016, City of Pompano Beach, \$5.5 million

South City Beach Park CMAR, 2015, City of Hallandale Beach, \$4.3 million

B.F. James Park CMAR, 2014, City of Hallandale Beach, \$5 million,

****LEED® Gold Certification****

Pompano Beach Boulevard CMAR Streetscape, 2013, City of Pompano Beach, \$8.4 million

A39 to A7 Force Main Replacement CMAR, 2012, Town of Palm Beach, \$11.4 million

D-15, D-6 & D-7 Stormwater Pump Station Construction CMAR, 2012, Town of Palm Beach, \$4.9 million

Hollywood Utility Undergrounding & Streetscape Improvements Phase 2 CMAR, 2013, City of Hollywood CRA, \$12.4 million

Palmetto Park Road & Downtown Promenade CMAR Streetscape, 2011, City of Boca Raton, \$6.7 million

Worth Avenue CMAR Streetscape, 2010, Town of Palm Beach, \$13.1 million

Hollywood Utility Undergrounding & Streetscape Improvements Phase 1 CMAR, 2010, City of Hollywood CRA, \$4.9 million



CREDENTIALS

Industry Experience:

38 Years

Years with Burkhardt:

20 Years

Special Qualifications:

Over a decade of public space construction experience

Excellent eye for detail & quality control



Sunset Park Improvements
& Phase I Streetscape

CQ'S BENEFITS TO THE CITY AND YOUR STAKEHOLDERS ON VARIOUS STREETSCAPE IMPROVEMENT PROJECTS

- City of Pompano Beach project experience
- Pompano relationships
- Municipal experience
- Streetscape expert
- Community outreach

BURKHARDT
CONSTRUCTION, INC.

Christopher (CQ) Quenneville

Construction Field Manager

BACKGROUND SUMMARY

Christopher (CQ) Quenneville has been an invaluable member of the Burkhardt Construction team for 20 years. CQ has an excellent eye for detail and will ensure that every aspect of your project meets our exacting quality standards. His will duties consist of managing Burkhardt Construction's superintendents and self-performing work crews, day to day scheduling, coordinating material deliveries, daily safety inspections, providing input on constructability and maintenance of traffic.

PROJECT EXPERIENCE *(Partial Sampling)*

Clematis Street 300 Block Streetscape, On-going, City of West Palm Beach, \$2.4 million

Briny Avenue Utility Undergrounding and Streetscape Improvements CMAR, 2018, City of Pompano Beach, \$4.9 million

Bradley Park Improvements, 2017, Town of Palm Beach, \$2 million

Town Hall Square Streetscape Phases 1 & 2 CMAR, 2016, Town of Palm Beach, \$6.3 million

Downtown Streetscape Improvements Phase 2, 2014, City of Mount Dora, \$3.3 million

Sunset Park Improvements & Phase 2 Streetscape, 2013, City of Mount Dora, \$3.9 million

Pompano Beach Boulevard CMAR Streetscape, 2013, City of Pompano Beach, \$8.4 million

East Atlantic Boulevard CMAR Streetscape, 2012, City of Pompano Beach, \$902,471

Downtown Promenade CMAR Streetscape, 2011, City of Boca Raton, \$6.7 million

Worth Avenue Streetscape Improvements, 2010, Town of Palm Beach, \$13.1 million

10th Avenue North Streetscape & Infrastructure Improvements, 2009, City of Lake Worth CRA, \$8.7 million

MerryPlace Streetscape & Infrastructure Improvements, 2008, City of West Palm Beach, \$9.9 million

6th Avenue South Streetscape & Infrastructure Improvements, 2007, City of Lake Worth CRA, \$8.2 million



Pompano Beach Boulevard
Streetscape



East Atlantic Boulevard
Streetscape

SECTION J - References





J. 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.

STREETSCAPE & OTHER PUBLIC PROJECT EXPERIENCE

Burkhardt Construction's team members have extensive experience in building streetscapes, converting/replacing underground utilities and other public space projects. We have successfully completed **more than 75 streetscape and infrastructure improvement projects** in South and Central Florida. Each and every one of these projects was completed by our staff on-time and at or under budget. The common elements that these projects share are earthwork, underground utilities, concrete curbs, sidewalks, roadway construction, architectural concrete, architectural pre-cast stonework, pre-cast concrete pavers, street lighting, striping, signage, electrical power for street vendors and events, irrigation, extensive landscaping, vertical elements, playground structures, interactive fountains and outdoor furnishings. **Throughout our 43-year history, we've utilized OSHA compliant safety standards on all projects, required our staff to continue updating their safety education practices and strived to maintain an excellent safety record. Our current Workers' Compensation experience modification rate stands at .86, which is a testament to our commitment to safety. Please see below for our list of City of Pompano Beach projects as well as the following pages for photographs and descriptions of several streetscape improvement and other public projects completed under CMAR agreements.**

Public Works Amphitheater Roof Structure Removal 2018

Old Pompano Plaza Fountain Fence 2018

Briny Avenue Streetscape Improvements* 2016

Hillsboro Inlet Cable Railing System 2016

Car Charging Stations 2016

Pompano A1A Undergrounding 2015

Old Pompano Temporary Parking Lot 2015

East Atlantic Boulevard Streetlighting 2015

Old Pompano Undergrounding* 2014

Atlantic Blvd. Bridge Improvements (Design-Build) 2014

Briny Avenue Streetscape Improvements 2014

Old Pompano Civic Plaza (Design-Build) 2013

Old Pompano Streetscape 2013

Playground Shade Structures 2013

Old Pompano Water & Sewer Improvements 2012

Harbor Village Sitework Improvements 2011

Pompano Beach Blvd. Streetscape* 2011

East Atlantic Blvd. Streetscape 2011

Atlantic Blvd. Streetscape Improvements 2011

** These projects included overhead to underground utilities conversion.*



J. References



BRINY AVENUE STREETSCAPE

Pompano Beach, Florida

PROJECT SUMMARY:

Scope

2,200 LF

Cost

Contract: \$4,998,932 | Final: \$4,166,438

Agency Name

City of Pompano Beach

Agency Contact

John Sfiropoulos, P.E., City Engineer

Contact Telephone & Email

954.545.7009 | john.sfiropoulos@copbfl.com

Years

Start - August 2016 | Completion - May 2018

Respondent's Responsibility

Construction Management at Risk

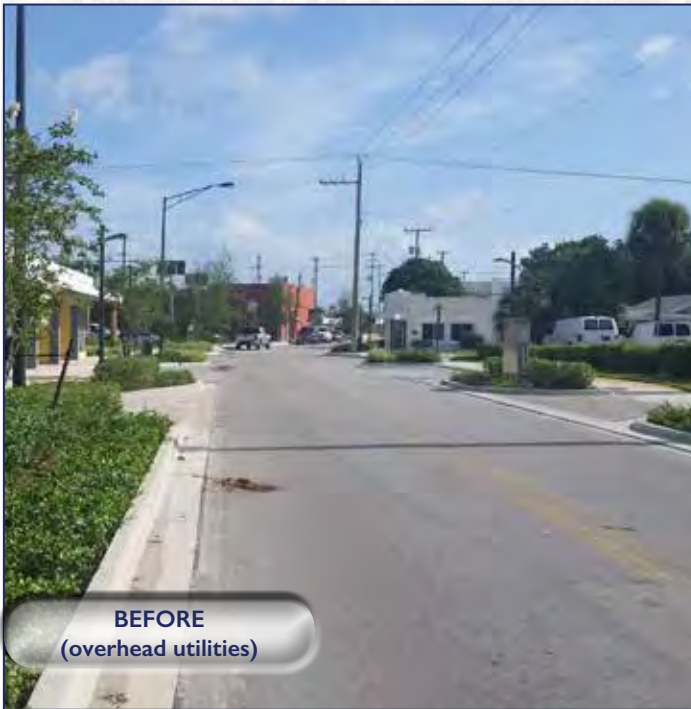
Phase 1 consisted of utility improvements including drainage upgrades and the overhead to underground conversion of FPL, Comcast and AT&T lines.

Phase 2 included complete roadway reconstruction of Briny Avenue and the side streets that connect Briny to A1A. A paver brick roadway was installed along with new landscaping, irrigation, signage, light poles, and furnishings (benches, lighted bollards, showers, bike racks, decorative tree grates).

A full time resident liaison was employed on this project to keep the residents along the street informed during construction.



J. References



OLD POMPANO STREETSCAPE & UTILITY UNDERGROUNDING IMPROVEMENTS

Pompano Beach, Florida

PROJECT SUMMARY:

Scope

16,187 Feet of Primary UG cable

Cost

Contract: \$4,168,549 | Final: \$3,839,954

Agency Name

City of Pompano Beach

Agency Contact

Horacio Danovich

Contact Telephone & Email

954.786.7834 | horacio.danovich@copbfl.com

Years

Start - March 2014 | Completion - October 2016

Respondent's Responsibility

Construction Management at Risk

The Old Pompano Undergrounding and Streetscape Improvements were undertaken as part of a master plan to revitalize the area, known as Old Pompano. This project involved the overhead to underground conversion of FPL, AT&T and Comcast lines along NE 1st Avenue, NE 2nd, 3rd and 4th Streets, Flagler Avenue and Atlantic Boulevard from Dixie Highway to Cypress Road. Additional utility construction included a new drainage system and new waterlines. Once utility construction was complete, the area was given an updated look with new asphalt paving, new curbs, brick roadways, decorative sidewalks, decorative street lighting, fresh landscaping and irrigation.



J. References



POMPANO BEACH BOULEVARD STREETScape

Pompano Beach, Florida

PROJECT SUMMARY:

Scope

2,500 LF

Cost

Contract: \$8,787,876 | Final: \$8,054,264

Agency Name

City of Pompano Beach

Agency Contact

Horacio Danovich

Contact Telephone & Email

954.786.7834 | horacio.danovich@copbfl.com

Years

Start - September 2011 | Completion - April 2013

Respondent's Responsibility

Construction Management at Risk

The Pompano Beach Boulevard Streetscape project is a landmark project constructed along 2,500 LF of beach constructed for the City of Pompano Beach and the Pompano Beach CRA. This was the second of four projects completed by Burkhardt Construction and ties in to the East Atlantic Boulevard Streetscape project. This project also included the undergrounding of franchise utilities, storm drainage improvements, water main improvements, tabby concrete sidewalks and banding with decorative sawcutting, crosswalk pavers, lush landscaping, irrigation, decorative street lighting, decorative signage, a vendor kiosk, beach pavilions, beach restrooms, Dominican coral seat walls with LED lighting, beach crossover, playground, fitness area, dune fencing and furnishings.



J. References



HOLLYWOOD BEACH SIDE STREETS STREETScape PHASE 2

Hollywood, Florida

PROJECT SUMMARY:

Scope

10 blocks - 500 LF/block, streetends
16,000 SF/block (public space), 160,000 SF total

Cost

Contract: \$9,637,544 | Final: \$9,409,152

Agency Name

City of Hollywood CRA

Agency Contact

Susan Goldberg, Deputy Director

Contact Telephone & Email

954.924.2980, sgoldberg@hollywoodfl.org

Years

Start - September 2010 | Completion - May 2013

Respondent's Responsibility

Construction Management at Risk

The Phase 2 Side Streets Streetscape was an improvement project performed for the Hollywood Beach CRA. This project included streetscaping and undergrounding of franchise utilities along ten side streets, between State Road A1A and the Broadwalk. Phase 2 took place after a Pilot Program also completed by Burkhardt Construction proved the projects to be successful. This project included extensive undergrounding of franchise utilities, drainage at A1A, roadway and sidewalk pavers, lush landscaping, irrigation, pebble mosaics, cast stone seat walls, decorative street lighting, furnishings and a custom ipé trellis.



J. References



CLEMATIS STREET STREETScape (300 BLOCK)

West Palm Beach, Florida

PROJECT SUMMARY:

Scope

500 LF

Cost

Contract: \$2,431,892.60 | Final: \$2,164,811.67

Agency Name

City of West Palm Beach

Agency Contact

Allison Justice, Senior Project Manager

Contact Telephone & Email

561.822.1553, ajustice@wpb.org

Years

Start - June 2018 | Completion - October 2018

Respondent's Responsibility

Construction Management at Risk

The first phase of the Clematis Street Streetscape Improvements was done in the 300 block between Dixie Highway and Olive Avenue. These improvements were designed to create a "curbless" street to encourage a more pedestrian friendly environment. Sidewalks were widened to provide more walking space for pedestrians and vehicular lanes were narrowed to encourage slower driving. The project included water main and storm drainage improvements, curb, roadway and sidewalk demolition, new valley gutter, new brick paver roadway and sidewalk surfaces, landscaping and irrigation. A suspended pavement system was installed underneath the sidewalk around the landscape islands to help ensure the health of the newly planted oak trees. Custom concrete benches and curbs were installed around six of these trees to provide seating in shady areas. New bike racks and trash receptacles were also installed. This phase of the Clematis Street Streetscape was completed on time and under budget.



J. References



TOWN HALL SQUARE IMPROVEMENTS - PHASES 1 & 2

Palm Beach, Florida

PROJECT SUMMARY:

Scope

Phase 1 - 900 SF | Phase 2 - 850 SF

Cost

Contract:

Phase I - \$1,493,642.09 | Phase 2 - \$5,225,845.49

Final Cost:

Phase I - \$1,493,642.09 | Phase 2 - \$4,843,514.34

Agency Name

Town of Palm Beach

Agency Contact

Paul Brazil

Contact Telephone & Email

561.838.5440 | pbrazil@townofpalmbeach.com

Years

Phase 1 - January 2015/July 2015

Phase 2 - May 2016/November 2016

Respondent's Responsibility

Construction Management at Risk

Phase 1 of the Town Hall Square Restoration project included a \$1.4 million restoration of the historic Palm Beach Memorial Fountain. The fountain, which was designed by Addison Mizner and constructed in 1929 using concrete mixed with crushed coral, had been patched a few times in the past several decades and showed signs of extensive deterioration. Work included the restoration and reuse of the four torsos of the hippocampi while the fountain's bowls, stem and walls were all recast. The Town Hall Square project also included repairing the reflecting pool as well as upgrading electrical and mechanical systems for both. Phase 2 included placing large canopy trees on the east and west sides of the fountain, installing two rows of shade trees with benches to the south of the fountain and tabby sidewalks in that two-block area of County Road.

SECTION K - Office Locations





BURKHARDT
CONSTRUCTION, INC.

Pompano
Professional

K. 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 the 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 location.

Burkhardt Construction has several offices throughout the South Florida region. For your Various Streetscape Improvement Projects, we will perform work from our office located on East Atlantic Boulevard, just minutes from your project site and City Hall. Some general and administrative work will be completed from our main office at 1400 Alabama Avenue, Suite 20, West Palm Beach, FL 33401. Please see below for contact information and proximity of our offices to City Hall.



Local Pompano Beach Office

2641 East Atlantic Boulevard
Pompano Beach, Florida 33062
754.307.1582
Professional - 2
Administrative - 0

We are located just 1.8 miles from City Hall.



Prime West Palm Beach Office

1400 Alabama Avenue, Suite 20
West Palm Beach, Florida 33401
561.659.1400
Professional - 8
Administrative - 4





L. Litigation

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

Burkhardt Construction is proud to say that in our entire 43-year history, we have **NEVER** had a construction litigation claim filed against the company and have **NEVER** filed a construction litigation claim against an owner on any project. This is a record that few, if any, can match.

SECTION M - 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.

Please refer to the following pages and the City's eBid System for our completed forms.


BURKHARDT
 CONSTRUCTION, INC.

M. City Forms

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

PROJECT TEAM

 RFQ NUMBER P-08-19

 Federal I.D.# 59-1622522

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Vincent G. Burkhardt</u>	<u>46</u>	<u>Please see</u>
Project Manager	<u>Tony Sabatino (Sr. Project Mgr.)</u>	<u>38</u>	<u>resumés in</u>
Asst. Project Manager	<u>Hemant Tank</u>	<u>38</u>	<u>Section I. for</u>
Other Key Member	<u>Marc Kleisley (Project Principal)</u>	<u>25</u>	<u>Education &</u>
Other Key Member	<u>Brandon Rhodes (Project Manager)</u>	<u>13</u>	<u>Degree info</u>

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	<u>These subcontractors and</u>	<u></u>
	<u>vendors will be invited to bid</u>	<u></u>
Landscaping	<u>at the time of Guaranteed</u>	<u></u>
	<u>Maximum Price (GMP)</u>	<u></u>
Engineering	<u>development</u>	<u></u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>
Other Key Member	<u></u>	<u></u>

(use attachments if necessary)

P-08-19

26



M. 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 RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP P-08-19, CMAR Services for Various Streetscape Improvement Projects
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Marc Kleisley Title Vice President/Project Principal

Company (Legal Registered) Burkhardt Construction, Inc.

Federal Tax Identification Number 59-1622522

Address 1400 Alabama Avenue, Suite 20

City/State/Zip West Palm Beach, Florida 33401

Telephone No. 561.659.1400 Fax No. 561.659.1402

Email Address Marc@BurkhardtConstruction.com



M. City Forms

TIER 1/TIER 2 COMPLIANCE FORM

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

TIER 1 LOCAL VENDOR

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

And/Or

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

Or

_____ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

_____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

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

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

February 13, 2019
(Date)

Burkhardt Construction, Inc.
(Name of Firm)

BY: Marc Kleisley
(Name)



M. City Forms

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

Solicitation Number & Title: P-08-19 - CMAR Services for Various Streetscape Improvement Projects Prime Contractor's Name: Burkhardt Construction, Inc.

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Material to be Purchased</u>	<u>Contract Amount</u>
TBD - please see attached			
Letters of Intent from local			
businesses that are willing to			
participate on these projects.			

LOCAL BUSINESS EXHIBIT "A"



M. City Forms

In accordance with City Ordinance 2018-112 to establish a Local Business Program, Burkhardt Construction acknowledges the City's 10% local business vendor goal and is strongly committed to ensuring participation of Pompano Beach businesses for the procurement of goods and services, including labor, materials and equipment. For the past eight years, we have maintained a permanent office within the City limits. Please see attached Letters of Intent received from local businesses to demonstrate our good faith effort to partner with these firms on these projects and achieve greater than 10% local vendor participation.



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

construction materials

at the following price: TBD

2/5/19
(Date)

Cemex Construction Materials

(Name of Local Business Contractor)

1150 NW 24th Street

(address)

Pompano Beach, FL 33064

(address City, State Zip Code)

BY: [Signature]

(Name)

Erica Flores



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

construction fence installation

at the following price: TBD

01/30/19

(Date)

Comet Fence Corporation

(Name of Local Business Contractor)

1341 NW 13th Ave.

(address)

Pompano Beach, FL 33069

(address City, State Zip Code)

BY: Shaheen " Shawn " Eghbali

(Name)



M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

plumbing

at the following price: TBD

(Date)

Dascor Plumbing

(Name of Local Business Contractor)

691 NW 31st Avenue

(address)

Pompano Beach, FL 33060

(address City, State/Zip Code)

BY: [Signature]

(Name)



M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
 (Name of Prime or General Bidder)

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

landscaping and irrigation

at the following price: TBD

1/31/19
 (Date)

Green Effect, Inc.
 (Name of Local Business Contractor)
148 NW 14th St.
 (address)
Pompano Beach, FL 33060
 (address, City, State, Zip Code)

BY: [Signature]
 (Name)



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

general construction and painting

at the following price: TBD

1/31/2019
(Date)

Hartzell Construction

(Name of Local Business Contractor)

2301 NW 33rd Ct. #112

(address)

Pompano Beach, FL 33069

(address City, State Zip Code)

BY: [Signature]
(Name)



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

electrical, lighting and overhead to underground
utility conversion

at the following price: TBD

1/30/19

(Date)

Hypower, Inc.

(Name of Local Business Contractor)

1645 NW 33rd St.

(address)

Pompano Beach, FL 33064

(address City, State Zip Code)

BY [Signature]

(Name)



M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

overhead to underground utility conversion

at the following price: TBD

1/30/2019
(Date)

Infratech Corporation
(Name of Local Business Contractor)
790 NE 48th Street
(address)
Pompano Beach, FL 33064
(address City, State Zip Code)
BY: Matthew Petrillo
(Name)



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

surveying and subsurface utility exploration

at the following price: TBD

2/6/19
(Date)

Keith & Associates, Inc.

(Name of Local Business Contractor)

301 E. Atlantic Blvd.

(address)

Pompano Beach, FL 33060

(address City, State Zip Code)

BY: [Signature]

(Name)



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

paver installation

at the following price: TBD

02/05/19
(Date)

National Brick Pavers

(Name of Local Business Contractor)

1391 NE 36th Street

(address)

Pompano Beach, FL 33064

(address City, State Zip Code)

BY: DAVE GORDON
(Name)



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

paver pressure cleaning and sealing, final construction
cleaning

at the following price: TBD

1/31/19
(Date)

Picture Perfect Pressure Cleaning

(Name of Local Business Contractor)

120 NW 14th St.

(address)

Pompano Beach, FL 33060

(address City, State Zip Code)

BY: Paul Garcia
(Name) PAUL GARCIA



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

trucking and hauling

at the following price: TBD

1/30/19
(Date)

Stanford & Sons Trucking Coporation

(Name of Local Business Contractor)

1081 NW 12th Terrace

(address)

Pompano Beach, FL 33069

(address City, State Zip Code)

BY Stanford Amnith

(Name)



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

underground utility construction + sitework

at the following price: TBD

1-30-19
(Date)

Trio Development Corporation

(Name of Local Business Contractor)

1701 NW 22nd Court

(address)

Pompano Beach, FL 33069

(address City, State Zip Code)

BY: LAURENCE R. SHERIDAN
(Name)



BURKHARDT
CONSTRUCTION, INC.

M. City Forms

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

Bid Number P-08-19

TO: Burkhardt Construction, Inc.
(Name of Prime or General Bidder)

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

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to sell product(s) or perform the following work in connection with the above Contract, as hereafter described in detail:

underground utility construction

at the following price: TBD

01/31/2019
(Date)

WSD Contracting, Inc.
(Name of Local Business Contractor)
1190 South Dixie Highway West #5
(address)
Pompano Beach, FL 33060
(address City, State Zip Code)

BY: [Signature]
(Name)



M. City Forms

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS
UNAVAILABILITY FORM

BID # P-08-19

I, Marc Kleisley, Vice President
 (Name and Title)

of Burkhardt Construction, Inc., certify that on the _____ day of
 _____, 2019, 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.)
<u>TBD to be provided to the City Commission for acceptance in the unlikely event level of goal attainment can not be achieved.</u>		

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: Marc Kleisley, Vice President

Date: 2019

Note: Attach additional documents as available.



M. City Forms

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

BID # P-08-19

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

TBD to be provided to the City Commission for
acceptance in the unlikely event level of goal
attainment can not be achieved.

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

3. Did you send written notices to Local Businesses?

☐ Yes ☐ No

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

4. Did you advertise in local publications?

☐ Yes ☐ No

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

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

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

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

8. Other comments: _____



M. City Forms

LOCAL BUSINESS EXHIBIT "D" – Page 2

Please see previous page.

SECTION N - Reviewed and Audited Financial Statement





N. 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 organizations financial condition and uploaded as a separate file titled "Financial Statements" to the Response Attachments tab in the eBid System.

Please refer to the Response Attachments tab in the eBid System. It is respectfully requested that all financial data submitted to the City be excluded from public record pursuant to Chapter 119.071 (1) (c) of the Florida Statutes.





BURKHARDT
CONSTRUCTION, INC.

Supplemental Information





BURKHARDT
CONSTRUCTION, INC.

Licenses

State of Florida Corporate Charter

State of Florida Department of State

I certify from the records of this office that BURKHARDT CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on September 24, 1975.

The document number of this corporation is 484922.

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 February 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 February, 2019*



Randy Bee
Secretary of State

Tracking Number: 7286901645CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>


BURKHARDT
CONSTRUCTION, INC.

Insurance & Bonding Capacity

General Liability & Workers' Compensation

ACORD 101		BURKH-3		OP ID: NP	
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 09/28/2018	
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).</p>					
PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 FL Lauderdale, FL 33310-5727 Ken E Willis, CPCU, CFP, CRIS		CONTACT PHONE: 954-776-2222 FAX: 954-776-4446 E-MAIL: ADDRESS:			
INSURED Burkhardt Construction, Inc. Bahama Equipment Co 1400 Alabama Avenue, Suite 20 West Palm Beach, FL 33401-7048		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company 19488 INSURER B: Amerisure Mutual Ins. Co. 23396 INSURER C: North River Insurance Company 21105 INSURER D: Lloyd's of London 15792 INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>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.</p>					
LINE	TYPE OF INSURANCE	ADDL. INSR.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE
B	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECTIONS <input type="checkbox"/> LOC OTHER:	Y	GL20895410502	10/01/2018	10/01/2019
				EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED	\$ 100,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS / COMPO AGG	\$ 2,000,000
				COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
				ADDITIONAL AGGREGATE	\$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOMOBILE ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRING <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/>		CA20895420501	10/01/2018	10/01/2019
				EACH OCCURRENCE	\$ 4,000,000
				AGGREGATE	\$ 5,000,000
				PER STATUTE	\$
				OTHER	\$
				E.L. DISEASE - EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		5811109353	10/01/2018	10/01/2019
				EACH OCCURRENCE	\$ 4,000,000
				AGGREGATE	\$ 5,000,000
				PER STATUTE	\$
				OTHER	\$
				E.L. DISEASE - EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	\$
				CLAIM	\$ 1,000,000
				AGGREGATE	\$ 1,000,000
				RETENTION: \$15,000	
				RETENTION: \$15,000	
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p> <p>Certificate holder and Pompano Beach CRA listed as additional insured as respects General Liability if required by written contract.</p>					
CERTIFICATE HOLDER		CANCELLATION			
City of Pompano Beach 100 W. Atlantic Blvd. Rm276 Pompano Beach, FL 33060		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Ken E Willis, CPCU, CFP, CRIS</p>			
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BURKHCON-01		JONESMI	
CERTIFICATE OF LIABILITY INSURANCE			
DATE (MM/DD/YYYY) 12/10/2018			
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).</p>			
PRODUCER Stephanie Chase 1778 P.O. Box 5727 FL Lauderdale, FL 33310-5727 Ken E Willis, CPCU, CFP, CRIS		CONTACT PHONE: (561) 721-3741 FAX: (561) 776-0870 E-MAIL: Stephanie.Chase@iosusa.com	
INSURED Construction Inc 100 W. Atlantic Blvd. Pompano Beach, FL 33401		INSURER(S) AFFORDING COVERAGE INSURER A: Builders Mutual Insurance Company 10944 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
COVERAGES		CERTIFICATE NUMBER:	
<p>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.</p>			
LINE	TYPE OF INSURANCE	ADDL. INSR.	POLICY NUMBER
B	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECTIONS <input type="checkbox"/> LOC OTHER:		WCP1038664 04
			EACH OCCURRENCE
			DAMAGE TO RENTED
			MED EXP (Any one person)
			PERSONAL & ADV INJURY
			GENERAL AGGREGATE
			PRODUCTS / COMPO AGG
			COMBINED SINGLE LIMIT
			BODILY INJURY (Per person)
			BODILY INJURY (Per accident)
			PROPERTY DAMAGE
			ADDITIONAL AGGREGATE
			PER STATUTE
			OTHER
			E.L. DISEASE - EA EMPLOYEE
			E.L. DISEASE - POLICY LIMIT
			CLAIM
			AGGREGATE
			RETENTION: \$15,000
			RETENTION: \$15,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p>			
CERTIFICATE HOLDER		CANCELLATION	
City of Pompano Beach 100 West Atlantic Boulevard Room 276 Pompano Beach, FL 33060-0000		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE C. R. Jones</p>	
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BURKHARDT
CONSTRUCTION, INC.

Insurance & Bonding Capacity

Surety Letter



Brown & Brown of Florida, Inc.
1201 W. Cypress Creek Road, Suite 130 (Zip: 33309)
P.O. Box 5727
Fort Lauderdale, FL 33310-5727
954/776-2222 • FAX 954/776-4446

January 30, 2019

City of Pompano Beach
c/o Burkhardt Construction, Inc.
1400 Alabama Avenue, Ste. 20
West Palm Beach, FL 33401

RE: Burkhardt Construction, Inc.
Project: RFQ P-08-19 Construction Management at Risk (CMAR) Services for Various
Streetscape Improvement Projects

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that Burkhardt Construction, Inc. is set up for bonding with Western Surety Company for over 20 years. As an agent for Western Surety Company, we have been authorized to extend Burkhardt Construction, Inc. bonding credit of \$40,000,000 on any single project with an aggregate program of \$70,000,000.

Western Surety Company is rated by A.M. Best Company as A (Excellent), Financial Size XIV (\$1.5 Billion to \$2 Billion).

If Burkhardt Construction, Inc. 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., Western Surety Company, 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 be "LH" or "LHOLMES".

Layne A. Holmes
Ft. Lauderdale Division of
Brown & Brown of Florida, Inc.



Contact: Marc Kleisley

561.659.1400 phone | BurkhardtConstruction.com

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

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

xx	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
----	---	-------------	-------------

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

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

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

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

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

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

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

Exhibit “C”

Project Construction Budget/Schedule of Values (GMP)

(To be provided at a later date)

Bond No. _____

Performance Bond

Project No:
Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as “Contractor”) did on

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as “Owner”) a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

_____ day of _____

Countersigned By:

Contractor:

By: (Signature) _____

(SEAL)

Surety:

**(SEAL OF
SURETY)**

By: _____
Address: _____

Bond No. _____

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,

and _____, a corporation, as Surety, are bound to
The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns,
jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on : _____

(SEAL OF SURETY)

Name of Surety: _____

By: _____

Attorney in Fact

(SEAL OF PRINCIPAL)

Name of Principal: _____

By: _____

Its authorized officer

Exhibit “E”

Project Schedule

(To be provided at a later date)