



September 16, 2019

KISC-COPB-001

**City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060**

Attn: Horacio Danovich

Project: SE 5th Avenue Bridge Project
E-10-19

Subject: Change to CMAR Article 7

Mr. Danovich:

Kiewit Infrastructure South Co. (KISC) is in receipt of your email sent 09/12/2019 regarding a change in verbiage to the CMAR Contract Article 7. KISC has reviewed and accepts the verbiage change to Article 7 change as presented in the referenced email and is attached to this letter,

If you have any questions regarding this matter, please contact me at (602) 769-4539 or at bruce.applegate@kiewit.com

Sincerely,

Bruce Applegate
Sponsor

Cc: Job File

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 shall issue a Work Authorization specifying a not to exceed amount, with details and costs for each task to be completed by the Construction Manager. Preconstruction service costs shall be excluded from the GMP. Construction Manager shall initiate all preconstruction services within ten (10) days of receipt of said Work Authorization. Preconstruction service costs instead shall be invoiced to the owner for payment as tasks are completed.

~~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: