



Florida's Warmest Welcome

**City of Pompano Beach  
COMMUNITY REDEVELOPMENT AGENCY  
(CRA)  
REQUEST FOR QUALIFICATIONS  
P-16-20**

**CONSTRUCTION MANAGEMENT AT RISK (CMAR)  
SERVICES FOR VARIOUS PARK IMPROVEMENTS  
PROJECTS**

**OPENING: MAY 20, 2020, 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPAÑO BEACH, FLORIDA 33060**

April 20, 2020

**CITY OF POMPANO BEACH, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY (CRA)**

**REQUEST FOR  
QUALIFICATIONS P-16-20**

**CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR VARIOUS PARK  
IMPROVEMENTS PROJECTS**

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

- 1 – Anne Gillies Park Renovations (estimated construction \$1.25 million). All work is expected to be completed in one phase.
- 2 – The Backyard estimated construction \$1.25 million. All work is expected to be completed in one phase.

The CRA will receive sealed proposals until **2:00 P.M. (local), MAY 20, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: [https://pompanobeachfl.ionwave.net/ CurrentSourcingEvents.aspx](https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx). The City and CRA are 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. All written questions must be submitted by date specified in the eBid System. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

**Introduction**

The CRA intends to issue two (2) separate contracts to one (1) State of Florida licensed construction firm to provide Construction Management at Risk (CMAR) Services for various park improvement projects listed above. Awards will be based on negotiated terms. Should the CRA be unable to come to terms with the number one ranked firm, then the CRA may choose to start negotiations with the number two firm. Should the CRA be unable to come to terms with the number two firm, the CRA may choose to negotiate with the number three firm. If the CRA is unable to come to terms with any of the short-listed firms, the CRA may choose to work with the number four ranked firm, and so forth. At any time, the CRA reserves the right to re-advertise and seek a new pool of applicants.

Each park in the localized project areas may receive roadway/access driveway improvements; upgrades to water, sewer, and drainage improvements; signing and pavement markings; new

landscaping and irrigation; new and/or upgraded sidewalks; new lights; and other park-like features (playground equipment, benches, trash receptacles, bike racks, etc.). Other improvements may also be necessary and may be determined during the design process. The proposed improvements provided for in this project are expected to occur at the same time. There are no plans to phase out the work.

### **Tasks/Deliverables**

Firms will provide plans at various intervals (75%-90%-100%) for CRA 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 CRA reserves the right to inspect any facility designated by the Qualifier to ensure that it complies with this section. Should the CRA be unable to identify qualified providers within the tri-county areas, the CRA 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(s), 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 CRA 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 CRA. Thereafter, the CMAR shall be required to compile and submit a proposal with a GMP (GMP may include agreed upon contingencies and allowances) and a separate guaranteed completion date for each grouping of substantially similar construction, rehabilitation, or renovation activities as defined by the CRA Representative, but shall not commence construction on any project until receipt of a Notice to Proceed (NTP) approved by the CRA based on the GMP and completion date.

### **Scope of Services**

The intent of this Solicitation is to select the most qualified firm based on selection committee recommendations and CRA Board approved ranking, with whom to negotiate a Guaranteed Maximum Price (GMP) Agreement and enter into a Construction Manager at Risk (CMAR) Contract to carry out Construction Manager at Risk (CMAR) duties to the anticipated Scope of Services may include, but is not limited, to the following:

- Working side-by-side with professional design team during the design stages. CMAR will be tasked to review plans at 75%, 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 90% design to confirm initial budget allocations and/or to seek CRA's advice before proceeding with 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 CRA directive.
- CMAR may be asked to 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 workforces.
- Attendance at CRA Board, 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. 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.

Upon successful competitive negotiations with the selected Construction Management Firm, an individual Construction Management at Risk contract will be developed for this project including a Guaranteed Maximum Price (GMP) and construction schedule. Construction shall not commence until Notice to Proceed (NTP) is issued by the CRA..

Based on the Guaranteed Maximum Price (GMP), the CRA 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 CRA choose to discontinue negotiations with the top ranked, the CRA reserves the right to initiate negotiations with the second ranked firm, and so on.

The intent of this "Request for Qualifications" is for the CRA to select a CMAR Firm capable of providing management services necessary to construct the improvements within the CRA as outlined above. The selected CMAR Firm(s) may be responsible for both preconstruction and construction phases of selected project(s) and/or may be responsible for only the construction phase on projects, depending on the determination of the CRA for each particular project. Generally, the selected CMAR Firm(s) will be responsible for the successful, timely, and economical completion of each project(s). Applicants are encouraged to self-perform any of the general services listed herein. The CMAR Firm may retain necessary design professionals under the process provided in Florida Statute Section 287.055. 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 Minority/Women and Small Business Enterprises participation (M/WBE, SBE) for the project or phases of the project and monitor Local Participation in accordance with CRA's Code of Ordinances, CRA's Purchasing guidelines, and CRA'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. Pedestrian improvements within the ROW and CRA owned property.
- B. Exercise trail, passive park areas and possible playground upgrades.
- C. Eco-tourism elements.
- D. Trendy design and art elements.
- E. Landscape Beautification.

- F. Base information review/identification of site design issues/opportunities.
- G. Cost estimating and value engineering.
- H. Paving and Hardscape materials.
- I. Lighting-Electrical Engineering (Fixture selection, photometrics and location).
- J. Site Furnishings and Special Features.
- K. Outline Specifications.
- L. 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

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

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

N. 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

## **Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm. The Selection/Evaluation Committee will present their findings to the CRA Board for approval.

In compliance with City and CRA adopted standards, the panel of reviewers will be comprised of 3 or more City Employees. Subject to availability, the City and CRA may elect to add members of the public including, but not limited to, active Advisory Committee representative(s), etc.

The Committee will rank responses based upon the following criteria and points:

- 1) 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.
- 2). Prior experience with projects of similar size for a government agency and complexity in an urban environment especially regarding streetscape improvements, i.e., sidewalk widening projects, large promenades, sophisticated landscape themes, roadway construction and resurfacing, etc., completed during the past five (5) years:
  - a. Number of similar projects including projects completed for a City or CRA
  - b. Complexity of similar projects
  - c. References from past projects
  - d. Safety record
- 3). Knowledge of site and local conditions: demonstrate knowledge of the State, County, City and CRA requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials
- 4). 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. 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
- 5) 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 CRA is seeking examples of on-time, on-budget projects.

**Points will be assigned on a ranking basis. Reviewers will assign one (1) point to the firm ranked in first place, two (2) points to the firm ranked second, and so forth. The firm with the least number of points will be ranked number One (1), and so forth.**

## **Local Business Program**

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

For purposes of this solicitation, “Local” 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](http://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.

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 bidder/contractor 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 preference as follows:

- For bid evaluation purposes, Tier 1 business as defined by this subsection shall be granted a preference in the amount of five (5%) percent of any bid or any proposal score. If the Tier 1 business submits a second bid which is at least one percent lower than that lowest responsive bid/quote, then the award will go to the Tier 1 business. If not, the award will be made to the business that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is also a Tier 1 business, the award will be made to that business and no other bidders will be given an opportunity to submit additional bids as described herein.
- For bid evaluation purposes, Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half (2.5) percent of any bid or any proposal score. If the Tier 2 business submits a second bid, which is at least one percent lower than that lowest responsive bid/quote, then the award will go to the Tier 2 business. If not, the award will be made to the business that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is also a Tier 1 business, the award will be made to that business and no other bidders will be given an opportunity to submit additional bids as described herein.
- If there is a Tier 1 business and/or Tier 2 business participating in the same bid solicitation and all businesses qualify to submit a second bid as detailed above, the Tier 1 business will be given first option, the Tier 2 business will be given second option. If the Tier 1 business is not the lowest bid received by at least one percent, then an opportunity will be given to the Tier 2 business. If the Tier 2 business is not the lowest bid by at least one percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.
- 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.

**The required goal for this bid is 15% for Local Vendor participation.**

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 CRA 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 CRA shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

CRA Staff will work with the number one ranked firm on scope and services leading to a GMP. The CRA Board has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to work with the number 2 firm, or re-advertise the solicitation. The CRA Board reserves the right to review the responses and GMP themselves and/or request oral presentations.

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 CRA 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.

Bid documents may be obtained at no charge from the City of Pompano Beach website [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov).

### **Bidder's Responsiveness and Responsibility**

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not exceed 90 Days from the bid opening date.

### **INSURANCE REQUIREMENTS:**

PROPOSER 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.

PROPOSER 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. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

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 PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

Throughout the term of this Agreement, PROPOSER 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, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which PROPOSER is obligated to pay compensation to employees engaged in the performance of the work. PROPOSER 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 PROPOSER's negligent acts or omissions in connection with PROPOSER'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:**

Per Occurrence    Aggregate

\* Policy to be written on a claims occurrence basis

\$1,000,000    \$2,000,000

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	explosion & collapse hazard	
XX	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	
—	CG2010	ongoing operations (or its' equivalent)
—	CG 2037	completed operations (or its' equivalent)
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

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

XX comprehensive form  
 XX owned  
 XX hired  
 XX non-owned

**REAL & PERSONAL PROPERTY**

\* Policy to be written on a claims occurrence basis

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

**EXCESS / UMBRELLA LIABILITY**    Per Occurrence    Aggregate

\* Policy to be written on a claims occurrence basis

XX	excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

\* Policy to be written on a claims made basis

XX	professional liability		\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of 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.

**ENVIRONMENTAL / POLLUTION LIABILITY**

Per Occurrence    Aggregate

\* Policy to be written on a claims made basis

XX	environmental/pollution liability		\$1,000,000	\$1,000,000
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**CYBER LIABILITY**

Per Occurrence    Aggregate

\* Policy to be written on a claims occurrence 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. PROPOSER 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 PROPOSER, the PROPOSER 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. PROPOSER 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 PROPOSER 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 PROPOSER enter into such an agreement on a pre-loss basis.

### **Responsiveness:**

Each bid shall be reviewed in accordance with the following conditions. If a respondent fails to satisfy these conditions the bid shall be deemed non-responsive by the OWNER and not considered for further review:

1. Timely submission of the bid using the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand delivered to the OWNER's procurement office. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. The OWNER reserves the right, if it deems reasonable, during down times of the eBid System to accept bids through alternate means. Bidders shall contact the procurement representative or 954-786-4098 in such a case for special permission.
2. Submission of any required information listed in the eBids System.

### **Responsibility Documentation:**

To demonstrate the Bidder's responsibility, the Bidder must submit to the OWNER the following information. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

- 1) License Requirements - Be able to provide proof of required licensure as indicated in the Supplemental Conditions. (Such licensure must have been obtained prior to the date of bid submission.)
- 2) Be financially solvent and have sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The OWNER may as at its sole discretion ask for additional proof of financial solvency, including additional documents post bid opening, and prior to award that demonstrated the Bidder's ability to perform the contract and provide the required materials and/or services.
- 3) Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

### **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.

**Letter of Commitment:**

A letter confirming staff assigned to the project(s) will participate until the project is completed.

NOTE: Replacement of designated staff will require CRA's written approval

Letter should include the following:

- (a) Number of technical staff
- (b) Qualifications of technical staff:
- (c) Number of licensed staff
- (d) Education of staff
- (e) Experience of staff

**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.

**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.

**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.

**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.

**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)

## **Award and Post Award**

The awarded CONTRACTOR will receive an automatically generated notice from the system or an email notification from the OWNER's procurement department.

OWNER reserves the right to postpone the award of the Contract for a period of time which, shall not exceed 90 Calendar Days (Days) from the bid opening date. OWNER may, at its sole discretion, release any bid and return the Bid Security prior to that date. OWNER also reserves the right to ask for additional postponement time, which the Bidder may provide written binding acceptance. An email to the purchasing representative from an authorized agent of the Bidder shall be considered a written binding acceptance of the postponement time.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Bid bonds, performance and payment bonds are required from the successful firm. Performance and Payment bonds must be recorded with Broward County. Insurance is required for all bids.**

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders, which are defined in the Standard GENERAL CONDITIONS of the Construction Contract, have the meanings assigned to them in the GENERAL CONDITIONS. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER, in making copies of Bidding Documents available on the above terms, does so only for the



purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### **3. PUBLIC ENTITY CRIMES**

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **4. DRUG FREE WORKPLACE**

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs.

### **5. ANTI-KICKBACK ACT**

The successful bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

### **6. EXAMINATION OF CONTRACT DOCUMENTS AND SITES**

6.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.

6.2 Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to OWNER by owners of such facilities or others, and OWNER does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

6.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

6.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

6.5 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.

6.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract

Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6.7 The electronic submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **7. INTERPRETATIONS AND ADDENDA**

7.1 All questions must be in writing or be asked at the Pre-Bid Conference. All questions are to be submitted using the Questions feature in the eBid System.

All written questions must be submitted by date specified in the eBid System. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

If any addenda are issued to this Bid solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting their bid, 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 Bid proposal. Addenda will be posted to Bid solicitation in the eBid System.

7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER.

## **8. CONTRACT TIME**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the section entitled Bid Proposal.

## **9. LIQUIDATED DAMAGES**

9.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9.2 All bidders must state in the Bid Proposal the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions. The amount to be stated shall be no less than \$10.00.

## **10. SUBSTITUTE OR "OR-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the agreement.

## **11. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

11.1 Each Bid must identify the names and address of Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the Bid Proposal section. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and

other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization, if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of each acceptance after the Effective Date of Agreement.

11.2 In contracts where the Contract Price is on the basis of Cost-of-the Work Plus a fee, the apparent Successful Bidder, prior to the Notice Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

11.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

## **12. BID PROPOSAL**

12.1 The Bid Proposal is included with the Bidding Documents.

12.2 All requested information on the Bid Proposal is to be provided electronically using the City's eBid System.

12.3 In case of discrepancy between unit prices and totals, unit prices will prevail.

## **13. SUBMISSION OF BIDS**

13.1 Bids shall be submitted electronically using the City's eBid System on or before the due date/time stated above.

13.2 More than one Bid received for the same work from an individual, firm or partnership, Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

13.3 After award Bid information will be posted for the bid in the City's eBid System. Bid results **will not** be read to you over the phone.

## **14. MODIFICATION AND WITHDRAWAL OF BIDS**

14.1 Bids may be modified or withdrawn at any time prior to the set date and time of the opening of Bids.

14.2 After bids are opened, and a contractor defaults on a City contract, the contractor may be banned from doing business with the City for a period of 36 months from the date of default.

## **15. OPENING OF BIDS**

A list of bidders will be read aloud in a public forum. Bidder pricing will be made public only when tabulation

is posted. An abstract of the amounts of the base Bids and major alternates (if any) will not be made available to Bidders until the posting of the tabulation.

## **16. AWARD OF CONTRACT**

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time and changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming nonresponsive, nonresponsible, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum therefor will be resolved in favor of the correct sum.

16.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

16.3 OWNER may conduct any additional such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

## **17. CONTRACT SECURITY**

When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

## **18. TAXES**

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

## **19. NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

## **20. NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

## **21. OCCUPATIONAL HEALTH AND SAFETY**

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following

information:

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness, and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

**ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.**

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

## **22. WASTE REMOVAL SERVICES**

The City has contracted with Waste Management Inc. of Florida for residential and commercial solid waste collection and disposal services. The City has granted to Waste Management Inc. of Florida the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The successful Contractor shall coordinate with Waste Management Inc. of Florida the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition debris generated over 10 cubic yards, with the exception of Source Separated Recovered Materials as defined in section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Waste Management Inc. of Florida. Please contact them directly for dumpsters and/or rollofs at:

Waste Management Inc. of Florida  
2700 Wiles Road

Pompano Beach, FL 33073  
(954) 974-7500

### 23. PERMITS AND FEES

The Contractor awarded the project which is the scope of this bid document shall be required to obtain the permits and the City will pay for permit fees through a permit allowance as indicated on the project bid form provided by the City at time of bidding.

Contact the City Department indicated for additional details regarding the required permit or fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape re-inspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Building re-inspection fee	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Broward County Board of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

## **SPECIFICATIONS**

### **PROJECT RECORD DOCUMENTS**

#### **1.01 THE REQUIREMENT**

- A. The CONTRACTOR shall at all times maintain at the site of the project a record copy of:
  - 1. Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other modifications to the Contract.
  - 5. Approved Shop Drawings, Product Data and Samples.
  - 6. Project logs, e.g. change orders, submittals, RFI's, etc.
  - 7. Field Test Records.
  - 8. As-Built Progress Drawings

#### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. All applicable sections of the Specifications.
- B. General conditions.

### **MAINTENANCE OF DOCUMENTS AND SAMPLES**

- C. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- D. File documents and samples in accordance with CSI format.
- E. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- F. Make documents and samples available at all times for inspection by CITY'S Representatives.

#### **1.03 MARKING DEVICES**

- A. Provide felt tip marking pens for recording information in the color code designated by PROGRAM MANAGER.

#### **1.04 RECORDING**

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

- A. The CONTRACTOR shall label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  3. Field changes of dimension and detail.
  4. Changes made by Field Order or by Change Order.
  5. Details not on original Contract Drawings.
  6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.
- D. Specifications and Addenda; Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  2. Changes made by field order or by Change Order.

## 1.05 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawing submitted by a contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract.

- A. The CONTRACTOR shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the CONSULTANT will furnish one set of full size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the CONTRACTOR on compact disk or any other electronic means.

Definition: Design drawings or construction drawings, are drawings that are subject to clarifications, but are complete with enough information (plan, sections, dimensions, details, and notes, etc.) to enable the depicted item's construction or replication without additional information.

- B. At a minimum the project record shall be reviewed on the 20<sup>th</sup> working day of every third month, or more often, as deemed necessary by PROGRAM MANAGER, after the month in which the final Notice-to Proceed is given as well as on completion of WORK. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the CITY at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the PROGRAM MANAGER the set of record drawings on full-size, reproducible material and an electronic file in (DWG



format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings . The completed Record drawings shall be delivered to the PROGRAM MANAGER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the PROGRAM MANGER.

- E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.
- F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
  - 1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
  - 2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the CONTRACTOR's responsibility to note these crossings on a daily basis and insure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.
  - 3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
  - 4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 of the Florida Administrative Code.

**NOTE:** For technical information on AutoCAD and GIS, please refer to the "Electronic As Built Requirements" located on the City Engineering Website: [http://pompanobeachfl.gov/assets/docs/pages/engineering/as\\_built.pdf](http://pompanobeachfl.gov/assets/docs/pages/engineering/as_built.pdf)

**ARTICLE 1. DEFINITIONS.**

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract.
- 1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
  - 1.02.01 **Owner:** The City of Pompano Beach, Florida, (also referred to as the "City").
  - 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
  - 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.
- 1.04 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "Inspector," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
  - 1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.10 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).
- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized

representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not be considered as written notice.

## **ARTICLE 2. THE WORK.**

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
  - 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
  - 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

### **ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.**

- 3.01 The Contractor represents that:
  - 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
  - 3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
  - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
  - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

### **ARTICLE 4. INTENT AND INTERPRETATION.**

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
  - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
  - 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
  - 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

#### **ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT**

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

#### **ARTICLE 6. TEMPORARY UTILITIES.**

- 6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
  - 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
  - 6.03.02 No nuisance will be permitted.
  - 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
  - 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

#### **ARTICLE 7. PROGRESS.**

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
  - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
  - 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

#### **ARTICLE 8. EXPEDITING**

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.

- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

#### **ARTICLE 9. COMPLETION**

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

#### **ARTICLE 10. CONTRACT PAYMENTS**

- 10.01 Schedule of Values:
- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.

- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
  - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.
- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents



and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.

- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

#### **ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR**

- 11.01 The Owner may withhold as retainage ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.
- 11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.
- 11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.
- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
  - 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
  - 11.04.02 Liquidated Damages as set forth in this Contract;

- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all
- ;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

**ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.**

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

**ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.**

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

**ARTICLE 14. LICENSES AND PERMITS.**

- 14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.
- 14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

**ARTICLE 15. CEASE AND DESIST ORDER.**

- 15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be

fully responsible and liable for the costs of performing such work by the Owner.

- 15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

#### **ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.**

- 16.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 16.06 Record Keeping on Site:
- 16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 16.07 Shop Drawings And Other Submittals:
- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or

rejection.

- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

#### **ARTICLE 17. SUBCONTRACTS.**

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
  - 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
  - 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
  - 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
  - 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

#### **ARTICLE 18. CONTRACTOR'S SUPERINTENDENT**

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative

(hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

#### **ARTICLE 19. COOPERATION WITH OTHERS.**

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

#### **ARTICLE 20. SITE CONDITIONS.**

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy 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, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent

in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

#### **ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.**

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of 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.
- 21.02 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

#### **ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.**

- 22.01 Contractor shall be responsible for and shall bear any and all risks 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 the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

#### **ARTICLE 23. ADMINISTRATION OF THE CONTRACT.**

- 23.01 The Project Consultant will provide Administration of the Contract.

- 23.01.01 For those projects for which the City Engineer or Designee serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer or Designee.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.
- 23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

#### **ARTICLE 24. MATERIALS.**

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the

original materials' manufacturer that such materials are not available.

- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

#### **ARTICLE 25. STORED MATERIALS.**

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.
- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored



at locations other than the Project, unless otherwise approved in writing by the Owner.

- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

#### **ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.**

- 26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.
- 26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.

- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

**ARTICLE 27. WARRANTY.**

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

**ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.**

- 28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

**ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.**

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

**ARTICLE 30. SALVAGE.**

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

**ARTICLE 31. CLAIMS BY THE CONTRACTOR.**

- 31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which

are treated as set forth therein), are subject to the following terms and conditions:

- 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

#### **ARTICLE 32. CHANGE ORDERS.**

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
  - 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
  - 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
    - a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
    - b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.
  - 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.
- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
  - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.
  - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

**OVERHEAD AND PROFIT:**

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below) and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.
- 32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:
- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
  - b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
  - c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.
- 32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.
- 32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.
- 32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.
- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
- A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$75,000 in the aggregate.
  - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
  - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

### **ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.**

- 33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost

in time or money to the Owner.

- 33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.
- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

#### **ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.**

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
  - 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
  - 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall

- be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
  - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
  - b. The Contractor shall prominently post and maintain on the jobsite:
    - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
    - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
  - b. Holding weekly safety meetings with employees and Subcontractors.
  - c. Implementing OSHA Voluntary Protection Programs.
  - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
  - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
  - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
  - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

#### **ARTICLE 35. ROYALTIES AND PATENTS.**

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner 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 provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor 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, materials 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 the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

#### **ARTICLE 36. TAXES.**

- 36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any



Work under this Contract.

- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

#### **ARTICLE 37. INDEMNITY AND HOLD HARMLESS.**

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its officials, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.
- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

#### **ARTICLE 38. TERMINATION BY THE CONTRACTOR.**

- 38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

#### **ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.**

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
  - 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
  - 39.02.02 Preserving and protecting Work in place;
  - 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
  - 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

**ARTICLE 40. TERMINATION BY THE OWNER.**

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
  - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
  - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
    1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
    2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
    3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
    4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- 40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:
- 40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material

provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

#### **ARTICLE 41. CONTRACTOR'S INSURANCE**

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.

41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.

- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

## **ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND**

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

## **ARTICLE 43. RIGHT TO AUDIT PROVISIONS**

- 43.01 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.
- 43.02 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.

- 43.03 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.
- 43.04 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.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

#### **ARTICLE 44. LAWS AND REGULATIONS**

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction 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 at Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

#### **ARTICLE 45. DISPUTE RESOLUTION.**

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

#### **ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.**

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

#### **ARTICLE 47. RIGHTS AND REMEDIES.**

- 47.01 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.

#### **ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.**

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

#### **ARTICLE 49. PUBLIC RECORDS.**

- 49.01 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:
- 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.
- 49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

### **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](mailto:RecordsCustodian@copbfl.com)**

# Questions & Answers

## Event Information

Number: P-16-20  
 Title: CMAR for Various Park Improvement Projects  
 Type: Request for Qualifications  
 Issue Date: 4/19/2020  
 Question Deadline: 5/13/2020 05:00 PM (ET)  
 Response Deadline: 5/20/2020 02:00 PM (ET)

## Published Questions

<b>Question</b>	Who are the Architects or Engineers selected to design/develop the design criteria package for the Various Park Improvement Projects Annie Gillis Park Renovations and The Backyard project?
<b>Answer</b>	Keith & Associates and Cartaya. Please do not contact these firms with any questions, they have been instructed to not respond to any inquiries.
<b>Asked</b>	5/13/2020 03:34 PM (ET)

<b>Question</b>	Is there a Bid Bond Required for this Submission. If so: - And due to the fact that this is a Pre-Qual and a fixed project dollar amount will not be established, the specified amount of the Bid Bond should be set by the AHJ. - Also, an original Bid Bond is usually required and since this is an ebid, this is not possible.
<b>Answer</b>	As previously noted. This will only be required of the awarded vendor.
<b>Asked</b>	5/13/2020 08:48 AM (ET)

<b>Question</b>	Per the RFQ, Required Proposal Submittal for REFERENCES, we are instructed to "List any prior projects performed for the City of Pompano Beach." Are we required to list "only" projects that are completed? Are we also required to list projects that have been recently awarded and but not complete?
<b>Answer</b>	Only completed projects will count.
<b>Asked</b>	5/12/2020 04:37 PM (ET)

<b>Question</b>	Is there a PROPOSER INFORMATION PAGE form required for this submittal? If so, please provide the PROPOSER INFORMATION PAGE form.
<b>Answer</b>	No
<b>Asked</b>	5/11/2020 02:29 PM (ET)



<b>Question</b>	What is the scope of work for the Anne Gillies Park Renovation project and what is the project location?
<b>Answer</b>	Re-construction of a park area with concrete walks trees, festoon lights, pedestrian level lighting, benches, retaining walls/seating areas, lots of landscape. Park is located at the NW corner of MLK Boulevard and NW 6th Avenue0.
<b>Asked</b>	5/11/2020 01:43 PM (ET)

<b>Question</b>	What is the scope of work for "The Backyard" project and what is the project location?
<b>Answer</b>	Construction of a courtyard area with pavers, trees, lights, benches, trash compactors, a couple of concrete vaults (to store underground trash containers), etc.
<b>Asked</b>	5/11/2020 01:42 PM (ET)

<b>Question</b>	Please clarify the correct spelling for Anne Gillies Park project. Is the correct spelling of the park name Annie Adderly Gillis Park or Anne Gillies Park?
<b>Answer</b>	Annie Adderly Gillis Park
<b>Asked</b>	5/11/2020 01:41 PM (ET)

<b>Question</b>	Per the RFQ document, Required Proposal Submittal..."The 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." But the City's eBid system instruct proposers to upload their response as twelve (12) individual files under the "Response Attachments" tab. Please clarify, how shall we upload our response? Do we upload our response as one (1) file or twelve (12) individual files per the "Response Attachments" Tab in your eBid System?
<b>Answer</b>	Your "proposal" should be limited as described. The additional attachments are in addition to your "proposal." You can also upload as many additional documents as you see fit.
<b>Asked</b>	5/11/2020 01:36 PM (ET)

<b>Question</b>	There are some differences between the print RFQ's required submittals (pages 13 – 16) and the website's Requested Attachments tabs (see below breakdown). Can you please advise as to how we should be tailoring each section? The RFQ requests (14 items): Title page Table of contents Letter of Interest Letter of Commitment Organizational Chart Project Team From Statement of Skills and Experience of Project Team Resumes of Key Personnel References Technical Approach Office Locations Litigation City Forms Financial Statement The website submission page requests (10 items): Letter of Interest Letter of Commitment Project Team Prior Project Experience and References Overall Approach and Methodology Knowledge of Site Scheduling/Cost Control License Requirements T1/T2 Form Financial Information
<b>Answer</b>	Compare the 2 lists and attachments required and make sure you cover them all.
<b>Asked</b>	5/8/2020 02:22 PM (ET)

<b>Question</b>	How will a final contractor be selected? Is a final selection made based on the RFP scoring or will there be a shortlist and/or presentation?
<b>Answer</b>	If presentations are required, the Selection Committee will determine how many and which vendors will be asked to present. If no presentations are required, the scoring will determine to apparent awarded vendor.
<b>Asked</b>	5/6/2020 01:02 PM (ET)

<b>Question</b>	There is a performance and payment bond sample in the Attachments tab. There is no Bid Bond form. Please provide.
<b>Answer</b>	These will be required of the Awarded vendor only.
<b>Asked</b>	4/22/2020 02:39 PM (ET)

<b>Question</b>	There is no Bid Bond Form. Are you providing form or should we use AIA Bid Bond form?
<b>Answer</b>	There is a sample in the "Attachments" tab...ONLY the awarded firm will be required to submit this after award.
<b>Asked</b>	4/22/2020 02:04 PM (ET)

<b>Question</b>	-Is there an estimated start date for work to begin on this project? -The specifications specified two budgets of 1.25M for two parks, are both of these included in this bid for a total of 2.5M budget? Thank you
<b>Answer</b>	The start date is subject to the CMAR's completion of pre-construction services to determine constructability and prepare a GMP. Therefore, the actual start date will depend on when the Building permit is approved and approval of a GMP by the Community Redevelopment Agency Board of Directors (CRA Board). The CMAR will be responsible for applying and obtaining a Building permit before start of construction. Yes, this project will seek to retain one company to handle both projects and the selected firm to work with the budgets listed on the solicitation.
<b>Asked</b>	4/21/2020 10:05 AM (ET)

<b>Question</b>	Will there be a prebid meeting? If so where and when?
<b>Answer</b>	No
<b>Asked</b>	4/20/2020 06:29 PM (ET)

<b>Question</b>	What is budget?
<b>Answer</b>	• 1 – Anne Gillies Park Renovations (estimated construction \$1.25 million). All work is expected to be completed in one phase. • 2 – The Backyard estimated construction \$1.25 million. All work is expected to be completed in one phase. AS STATED IN THE BID OPENING
<b>Asked</b>	4/20/2020 10:20 AM (ET)

## Sample 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): \_\_\_\_\_

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**Exhibit – Contractor Performance Report**

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

**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.

Would you select/recommend this contractor again? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

_____	_____	_____
Ratings completed by (print name)	Ratings completed by signature	Date
_____	_____	_____
Department Head (print name)	Department Head Signature	Date
_____	_____	_____
Vendor Representative (print name)	Contractor Representative Signature	Date

Comments, corrective actions etc., use additional page if necessary:

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**P-16-20**

**MBR Construction, Inc.  
Supplier Response**

**Event Information**

Number: P-16-20  
Title: CMAR for Various Park Improvement Projects  
Type: Request for Qualifications  
Issue Date: 4/19/2020  
Deadline: 5/20/2020 02:00 PM (ET)

**Contact Information**

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

## MBR Construction, Inc. Information

Address: 1020 NW 51st Street  
Fort Lauderdale, FL 33309  
Phone: (954) 486-8404  
Fax: (954) 486-9579

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).

Michael R. Boss

*Signature*

*Submitted at 5/20/2020 7:22:51 AM*

mboss@mbconstruction.com

*Email*

## Requested Attachments

### Overall Approach and Methodology

1-Overall Approach and Methodology.pdf

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.

### Prior Project Experience and References

2-Prior Project Experience and References.pdf

Prior experience with projects of similar size for a government agency and complexity in an urban environment especially regarding streetscape improvements, i.e., sidewalk widening projects, large promenades, sophisticated landscape themes, roadway construction and resurfacing, etc., completed during the past five (5) years:

- Number of similar projects including projects completed for a City or CRA
- Complexity of similar projects
- References from past projects
- Safety record

### Knowledge of Site

3-Knowledge of Site.pdf

Knowledge of site and local conditions: demonstrate knowledge of the State, County, City and CRA requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials

### Financial Information

4- Financial Information.pdf

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. 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

NOTE: All Financial Documents MUST be marked CONFIDENTIAL

### Scheduling/Cost Control

5-Scheduling and Cost Control.pdf

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 CRA is seeking examples of on-time, on-budget projects.

**Letter of Interest**

6-Letter of Interest.pdf

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

**Letter of Commitment**

7-Letter of Commitment.pdf

A letter confirming staff assigned to the project(s) will participate until the project is completed. NOTE: Replacement of designated staff will require CRA's written approval

Letter should include the following:

- (a) Number of technical staff
- (b) Qualifications of technical staff:
- (c) Number of licensed staff
- (d) Education of staff
- (e) Experience of staff

**Project Team**

8-Project Team.pdf

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.

**License Requirements**

9-Licenses Requirements.pdf

Provide proof of required licensure as indicated in the Supplemental Conditions. (Such licensure must have been obtained prior to the date of bid submission.)

**T1/T2 Form**

10-T1 - T2 Form.pdf

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

**Local Business Forms**

11-Local Business Forms.pdf

These forms are to be completed and uploaded to the Response Attachments tab.

**Project Team Form**

12-Project Team Form.pdf

Form to be completed and uploaded to the Response Attachments tab.

**Response Attachments****Local Business Program Exhibit A.pdf**

Local Business Program Exhibit A

**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 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.

**4 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)**

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 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. Select yes for Agree, No for disagree on the drop down menu.

**5 Drug-Free Workplace**

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

**6 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.

# Overall Approach and Methodology



We understand the importance of providing a single point of contact. Our management services centralize project responsibility with one person, the Lead Project Manager.

We believe there should be a clear communication channel with our client to ensure the success of the project. Our Project Manager will be reachable at any time by phone or electronic mail. One of our main objectives during the design development process is to accomplish the designer's intent, satisfy the client's program and stay within the budget constraints. This is an interactive process among all members of the Project Team and requires creativity with material selection and construction detailing. Our sensitivity to quality and detail, coupled with our expertise in cost effective construction add an extra dimension to the Project Team. By coordinating the project and identifying potential problems during pre-construction, we can avoid lengthy project delays. Also by thoroughly exploring the existing site conditions we can reduce the risk that any existing site conditions might impact Project completion time and cost, and thereby avoid any design modifications.

Before MBR Construction starts any project, a Guaranteed Maximum Price has been established. All team members will be coordinated by the lead Project Manager. On a weekly basis, the Project Manager and team members review the project development against the plan presented at the beginning of the project. The technical quality of the work is reviewed at three intervals. The emphasis of these reviews is to insure the construction documents adhere to the contract documents, stay within the budget price, and to coordinate with the associated disciplines to satisfy the program requirements. The team's cost estimator reviews the documents with emphasis on clarity of details and drawing comprehensiveness. In addition, they make recommendations on construction techniques utilizing proven cost effective systems to maintain the GPM established originally.

## Phase I

### Scheduling

The most important tool for the success of a Project is the Job schedule. MBR uses Microsoft Project to generate schedules on all projects. At the start of the project the Owner, architect and MBR will determine the level of scheduling detail that is necessary for the project. Our Project Manager will be responsible for up-dating the schedule in a timely manner. The main objective of a schedule is to develop a well defined, realistic flow of work activities

### Design Phase

During this phase MBR Construction, Inc. will review existing conditions with the available as built documentation to ensure the Architect/Engineer is producing the design in accordance to the most accurate information available.

MBR Construction, Inc. will play a key role in assisting the design team to achieve a cost effective, high quality design that will meet the Client's program. This goal is achieved thru

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# Overall Approach and Methodology



design reviews at various stages. Also during this phase MBR will provide estimating, scheduling, and will identify long lead items to prevent delays.

MBR will develop a Guaranteed Maximum Price based on a complete set of design documents

## Coordination of Team Members/Subcontractors

All team members will be coordinated by the lead Project Manager. On a weekly basis, the Project Manager and team members review the project development against the plan presented at the beginning of the project. The technical quality of the work is reviewed at three intervals. The emphasis of these reviews is to insure the construction documents adhere to the contract documents, stay within the budget price, and to coordinate with the associated disciplines to satisfy the program requirements. The team's cost estimator reviews the documents with emphasis on clarity of details and drawing comprehensiveness. In addition, they make recommendations on construction techniques utilizing proven cost effective systems

## Project meetings

During the design phase, MBR will conduct progress meetings and generate reports of these meetings to ensure that critical design submittals dates are met.

## Cost Estimating

MBR uses a customized estimating program, our estimating team is lead by one of MBR's Principals Ronald R. Boss with over 30 years experience to provide you with a complete and accurate GMP and we will allocate Federica Douaihi to working specifically on your project and she will be directly responsible for preparing, testing in the market place, explaining, and defending the estimates.

MBR performs take-offs from drawings, analyses bids and consults with knowledgeable subcontractors and develop estimates at various design phases. These will include system analysis and an examination of the relationship between elements.

This process is an open book to be reviewed by the Owner, Architect and Contractor's team.

## Value Engineering

Value Engineering can be defined as the process of relating the functions, the quality, and the costs of the project in the determination of optimum solutions for the project.

Typically we apply the procedures of value engineering during the Design Development phases by our experienced team.

A building project and its costs are determined by a number of factors. Including its functions and purposes, its aesthetic appeal, its profitability, the owner's needs, the performance specifications of its architectural and engineering systems, the construction method and completion time, and its maintenance.

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# Overall Approach and Methodology



## Subcontractor Bidding Phase

MBR Construction, Inc. will act as the owner's agent to get the best and most competitive pricing from subcontractors and suppliers.

The following are steps followed before awarding all contracts:

- Select from our list of Pre-qualified sub-contractors includes Small Disadvantaged Businesses to bid each portion of the project
- Advertise to Small Disadvantaged Businesses and Pompano Beach's local businesses.
- Prepare bid packages for each function
- Schedule pre-bid conferences as required
- Obtain multiple bids (minimum of three bids)
- Analyze bids thoroughly
- Verify that bids comply with City of Pompano Beach's CRA Prevailing Wage Ordinance on projects with construction cost of \$500,000.00 and above
- Meet with client to present our findings and obtain their approvals

## Guaranteed Maximum Price

Calculate and provide a Guaranteed Maximum Price (GMP) to complete the project.

## Phase II

### Bonding requirements

-Provide Performance and Payment Bonds for the full value of the Guaranteed Maximum Price (GMP) for the project.

### Permitting Phase

MBR Construction will work to obtain all permits necessary for the construction of all project through the specific agencies required on per project case.

#### County Level

- Surface Water Management License – B. C. Department of Environmental Protection
- SFWM Permit – South Florida Water Management
- B. C. Elevator Permit – B. C. Building Code Services Division, Elevator Section
- Water Main Construction Permit – B. C. Department of Environmental Protection
- Sanitary Sewer Permit – B. C. Environmental Protection Department
- Storage Tank License – B. C. EPD

#### State Level

- Florida DOT Permit for projects that require it.
- Florida DOT Access Management Permit for projects that require it.

## Subcontractor Award Phase

Obtain bonds from all major subcontractors

- Negotiate Sub-Contract terms and Project Site rules
- Obtain bonds from all major subcontractors

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# Overall Approach and Methodology



- Obtain copies of all up to date licenses and insurances.
- Award Contracts
- Obtain copies of all up to date licenses and insurances.
- Award Contracts

## Construction Scheduling

The Principal objective of construction scheduling is to efficiently manage the resources used in the construction process. These resources include labor and supervision, material and supplies, equipment, general condition or jobsite overhead support items, and subcontractors (including material suppliers). The objective of the management effort is to effectively use the resources so as to accomplish the project and its individual activities within the budgeted cost.

The Construction schedule provides the principal measuring tool for evaluating progress. Circumstances and situations encountered in the construction process will affect the work that remains. An accurate updated schedule allows the contractor to identify and evaluate alternative plans in responding to the changes in project conditions that will result in the best project decision.

## Shop Drawing Process

The timeliness of shop drawing submittal and the follow-up of timely approvals is critical for the scheduling flow. The goal is to ensure that all materials and equipment are available when the work for which their required is schedule to happen.

At the start of the Project MBR produces a list of shop drawings which require approval.

For each item we take into consideration the following:

- ✓ How long it takes the subcontractor to prepare shop drawings
- ✓ Delivery dates required for the item
- ✓ How long will the architect need to review the shop drawing
- ✓ What is the lead time

Once this information is gathered we prepare a shop drawing schedule. Each subcontractor is required by contract to adhere to the shop drawing schedule.

## Monitoring and reporting

Monitoring the progress of individual activities according to the construction schedule and promptly adjusting to changing conditions means maximum savings for the owner.

MBR is capable of making good decisions because the project manager will have good and timely information available. This system of reviewing and recording the cost and production of individual activities and chains of activities usually results in good control of construction time and costs.

## Project close-out and transition to occupancy

In this phase MBR Construction is responsible for the Project Quality control, Cost control, Communications with subcontractor, Budget and schedule control, Project communications, Construction document maintenance, Punchlist preparation and Project closeout

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# Overall Approach and Methodology



## Warranties

In this phase MBR obtain and review all warranties, operations and maintenance manuals and any other such documents, have them corrected as required.

## Warranty Phase

The duration of this phase is one year from date of owner occupancy.

During this phase MBR will:

- Coordinate and supervise the completion of all warranty work
- Conduct warranty inspections and provide reports at 6<sup>th</sup> and 11<sup>th</sup> month of occupancy
- Provide Owner with As-built drawings
- Provide owner all warranties and guaranties

## Substantiation

- Project meetings: During design stage there will be meetings with the client after every submittal stage to review their comments and the construction phase, MBR will conduct weekly progress meetings and generate written reports of these meetings

Design Stage Meeting Minutes: These reports will specify date of the meeting, list of attendees and a record of items discussed during the meeting to be noted or resolved. These Issues will be addressed and incorporated in the next submittal.

- Construction Stage Meeting Minutes: These reports will specify date of the meeting, list of attendees and a record of items discussed during the meeting to be noted or resolved. Items to be resolved remain in the meeting minutes as old Business until resolved.

- RFI: All requests for information will be issued to the client's rep in writing even those asked during project meetings will be followed up in writing.

- Logs are a solution to keep a record of:

Shop drawing submittals enabling us to monitor and prevent any delays of long lead items and also allows the client to review and determine that the requirements are met.

- Change orders requested by the client if additional work is required.

- RFI specifying which RFI's have been answered and which are pending. Date issued and date responded.

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## Similar Experience



### 1. Project Name: **DESIGN BUILD SERVICES FOR WATERS EDGE PARK (2020)**

Scope of Work: Design build services for a new 6 acres park to include a 1,000 SF restroom/storage/IT room building, 9' wide concrete walk, 9 exercise ADA stations in covered area, full size basketball court NFHS compliant w/ asphalt, base and acrylic surface, Sand Volleyball court, (2) 24' Hexagonal shelters, 3,000 SF splash pad, 4,000 SF playground, site furnishings, fishing pier, parking, fencing, lighting, landscape, irrigation, WIFI/security.



Client: City of Tamarac

Contact: Dibb Machuca / Project Manager

Telephone: 954-597-3725

Email: [Dibb.Machuca@tamarac.org](mailto:Dibb.Machuca@tamarac.org)

Original Contract Amount: \$ 3,938,269.95

Final Contract Amount: \$ 3,973,116.72

### 2. Project Name: **FLAMINGO PARK IMPROVEMENTS (2018)**

Scope of Work: The entails Improvements to Flamingo Park which include the construction of a new Community Center, a metal building to house covered basketball courts, a soccer field, a splash pad with all amenities, the renovation of the existing community center, the demolition of an existing basketball courts, new site utilities and drainage improvements, new site lighting throughout the park, camera & security upgrades throughout the park, landscape and irrigation, fencing, sidewalk and pavement restoration. Installation of cameras, fiber optic cabling for cameras & network equipment.



Client: City of Sunrise

Contact: Earl Prizlee / Project Manager

Telephone: 954-597-3725

Email: [eprizlee@sunrisefl.gov](mailto:eprizlee@sunrisefl.gov)

Original Contract Amount: \$ 5,011,745.00

Final Contract Amount: \$ 5,011,745.00

**MBR Construction, Inc.** CGC1512261

1020 NW 51<sup>ST</sup> STREET, FORT LAUDERDALE, FL 33309 \* Ph: (954) 486-8404 \* Fax: (954) 486-9579



## Similar Experience



### 3. Project Name: **FLAMINGO WEST PARK – (2019)**

Scope of Work: Work included construction of (4) artificial turf fields (direct purchase), a new restroom and maintenance buildings, parking lot, boardwalk and concrete walkway, landscaping and irrigation systems, picnic shelters, Announcer's Booth, miscellaneous improvements including bleachers, shade structures, benches, fishing pier and boardwalk.



Client: City of City of Cooper City  
 Contact: Richard Freeman, Project Manager  
 Telephone: (954) 434-2300  
 Email: [rfeeman@coopercityfl.org](mailto:rfeeman@coopercityfl.org)  
 Original Contract Amount: \$ 5,265,301.00  
 Final Contract Amount: \$ 5,306,419.36



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## Similar Experience



### 4. DELRAY BEACH MASTER PLAN PHASE 1 – (November 2017)

Scope of Work: Work entailed demolition of existing Sidewalk, gazebos, parking meters and signs. Construct 103,000 SF of decorative color concrete sidewalk with 3 colors and aggregates in a wave pattern, alongside the beach. Also, two beach pavilions, install showers, drinking fountains, benches, bike racks, dog waste station, surfboard rack, and trash receptacles. Reinforce, refinish and paint existing knee wall, sand dune landscaping and irrigation.



Contract Amount: \$ 2,292,494.42

Final Amount: \$ 2,352,494.42

Client: City of Delray Beach

Contact: Isaac Kovner, P.E., Principal Engineer

Telephone: (561) 322-5052

Email: [kovner@mydelraybeach.com](mailto:kovner@mydelraybeach.com)

### 5. PARK DESIGN BUILD SERVICES FOR MICKEL PARK RENOVATIONS, SPLASH PAD AND PLAYGROUND (September 2016)

Phase I: The work includes sitework, parking, drainage and utility improvements; park lighting improvements, new fitness trail to include fitness stations, renovations to existing administration building, site furnishings, restroom building, picnic shelter, ADA playground, Large concert pavilion, outdoor covered bar area, 2 monument entrance signs, state fencing, renovation to existing athletic field, landscape and irrigation.

Contract Amount: \$ 1,402,436.00

Phase II: The work includes sitework, demolition of existing playground, clearing and grubbing, water and drainage service, new 1,000 SF splash pad feature and a 2500 SF Playground with shade structure.

Contract Amount: \$ 313,900.00

Name of Firm or Agency: City of Wilton Manors

Contact: Patrick Cann/ Director of Leisure Services

Telephone: 954-390-2130 / Email: [pcann@wiltonmanors.com](mailto:pcann@wiltonmanors.com)

### 6. Project Name: WINDMILL PARK IMPROVEMENTS (December 2018)



Improvements to Windmill Park included the construction of a new dog park pavilion with restrooms and renovation of the existing tennis building. Other improvements include creating a new parking lot, lighted concrete pathways with outdoor exercise stations, new playground equip and renovation of all sports courts.

Name of Firm or Agency: City of Coconut Creek

Contact: Brian Rosen, Project Supervisor

Telephone: 954-973-6780/Email: [brosen@coconutcreek.net](mailto:brosen@coconutcreek.net)

Contract Amount: \$ 4,533,321.00 Final Amount: \$ 4,597,863.50

**MBR Construction, Inc.** CGC1512261

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## Similar Experience



### 7. NEW DEVELOPMENT REVITALIZATION OF OCEAN PARK PHASE 1 – (February 2017)

#### Scope of Work:

The work entailed renovation to Dania Beach Park, included dune crossovers to take beachgoers from the parking lot, up and over the dunes, & onto the beach, dedicated vehicular drop-off made of decorative conc. tropical hardwood accents, signage, seawalls, & oolite block retaining the dunes, two sand volleyball courts, barbeque areas, hammock groves, a future kayak rental building; renovations of one existing restroom building and construction of a new restroom building

Contract Amount: \$ 1,459,835.00

Contract Amount: \$ 1,583,007.25

Client: City of Dania Beach

Contact: Ronnie Navarro, City Engineer

Telephone: 954-924-3615

Email: [rnavarro@ci.dania-beach.fl.us](mailto:rnavarro@ci.dania-beach.fl.us)

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## Similar Experience



### 8. SULLIVAN PARK – (January 2017) New Development

#### Scope of Work:

The work will include but not be limited to clearing, demolition, installation of drainage system, curbing, sidewalks, road & parking reconstruction, landscaping, lighting, paving, playground equipment, 5,000 SF water play feature, boat dock, restroom building, and stair tower, relocation of the water mains and other construction services with the exception of the removal and undergrounding of FPL overhead power lines.

One of the most exciting parts of this project was the watching the evolution of an ART project component that consisted of a handmade tile mosaic assembled by the community led by an local artist and installed by MBR Construction.

Original Contract Amount: \$ 3,790,343.00

Final Contract Amount: \$ 3,760,634.83

Client: City of Deerfield Beach

Contact: Mark DiMascio, Project Manager

Telephone: 954-952-0221 / Email: [MDiMascio@deerfield-beach.com](mailto:MDiMascio@deerfield-beach.com)



**MBR Construction, Inc.** CGC1512261

1020 NW 51<sup>ST</sup> STREET, FORT LAUDERDALE, FL 33309 \* Ph: (954) 486-8404 \* Fax: (954) 486-9579



## Similar Experience


**9. CYPRESS PRESERVE AND OAK HAMMOCK PASSIVE PARK - (August 2015) New Development**


**Scope of Work:** Construction services to build two **new** passive park sites that expand 30 acres of new development, that included a disc golf course, 7,000 LF Flexipave pedestrian trail system, 1,000 LF of mulch trails, 3 restroom buildings, and 6 picnic pavilions, 11,000 SF playground area with shade structures, 2,300 SF Water play feature with decorative concrete surface and custom trellis. Site work included site preparation, earthwork, site utilities, sidewalks, elevated recycled plastic boardwalk thru wetland, parking lots, perimeter aluminum state fencing with masonry columns, dumpster area, park signs, site furniture, native landscaping, irrigation and modifications to littoral area include dredging and plant native plants to create a wetland ecosystem.

Original Contract Amount: \$ 4,115,249.00 Final Contract Amount: \$ 4,186,141.00

Client: City of Sunrise

Contact: David Abderhalden, Project Manager

Telephone: (954) 572-2264 / Email: [dabderhalden@sunrisefl.gov](mailto:dabderhalden@sunrisefl.gov)

**MBR Construction, Inc.** CGC1512261

1020 NW 51<sup>ST</sup> STREET, FORT LAUDERDALE, FL 33309 \* Ph: (954) 486-8404 \* Fax: (954) 486-9579



## Similar Experience

**10. PEACE MOUND PARK - (June 2014)**

Scope of Work: Construction services for improvements to Peace Mound park which included new parking area, demolition of existing walks and construction on new walkways adorned with decorative pavers and bronze imbedded plaques, construction of new playground, two new gazebos, pedestrian bridge and elevated boardwalk areas, installation of new site furnishings and new site/parking lot lighting.



Original Contract Amount: \$ 1,911,263.00

Final Contract Amount: \$ 1,924,964.00

Client: City of Weston








Contact: Karl C. Thompson, Director of Public Works

Telephone: (954) 385-2600 / Email: [kthompson@westonfl.org](mailto:kthompson@westonfl.org)





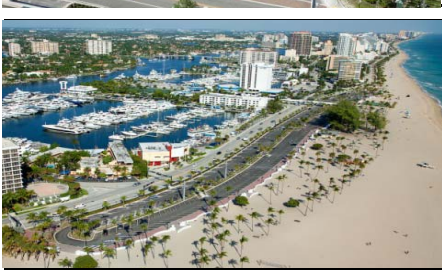


**MBR Construction, Inc.** CGC1512261

1020 NW 51<sup>ST</sup> STREET, FORT LAUDERDALE, FL 33309 \* Ph: (954) 486-8404 \* Fax: (954) 486-9579





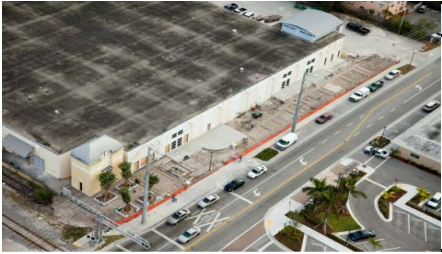




MBR CONSTRUCTION'S PROJECT EXPERIENCE AS A PRIME CONTRACTOR IN THE PAST 10 YEARS						
	Project Name	References	Contract Completion	On Time	Contract Amount	Description
	<b>City Wide Buffer Walls Phase I</b> Southside of Commercial Blvd. between NW 31st Avenue and NW 25th Terrace	<b>Owner: City of Tamarac-Public Services Dep</b> 6011 Nob Hill Road, Tamarac, FL 33321 Contact: Alan Lam / Project Engineer P: 954-597-3707 / Alan.Lam@tamarac.org <b>Engineer: Stantec, Inc.</b> 800 Fairway Drive Ste. 195, Deerfield Beach, FL 33441 Mustafa O. Albassam, PE, Project Engineer PH: (954) 581-1945 / Mustafa.Albassam@stantec.com	Mar-17	<input checked="" type="checkbox"/>	\$1,128,075.82	Work entails clearing, demolition and relocation of a part of water main and valves, in order to construct 3500 LF of new 6' high precast concrete wall, concrete curbing, paver areas, and conc. Sidewalks. Also included MOT, any restoration traffic markings, landscaping and irrigation.
	<b>Shotgun Rd Pedestrian Trail Renov.</b> Shotgun Rd from SW 14th St to SW 148th Av	<b>Owner: City of Sunrise</b> 10770 W. Oakland Park Blvd, Oakland Park, FL Contact: Dave Abderhalden / Project Manager P: 954-572-2264 / dabderhalden@sunrisefl.gov <b>Craven Thompson and Associates, Inc.</b> 3563 NW 53rd Street, Fort Lauderdale, FL 33309 Contact: Doug Schultz, RLA, Project Manager Ph: (954) 739-6400 / dschultz@craventhopmson.com	Jan-17	<input checked="" type="checkbox"/>	\$713,732.96	The City of Sunrise is soliciting qualified Contractors to furnish all labor, material, & equipment for construction of Shotgun Road Pedestrian Trail. The work shall included demolition of existing sidewalk, de-mucking, regrading and filling, installation of 10' rubber surface path and associated site furnishings, exercise stations and all necessary and ancillary items, as indicated on the Drawings and Specifications.
	<b>Flagler Drive Greenway and Bicycle Facility Phase II</b> N.E. Flagler Drive Right-of-Way (R/W) located between East Sunrise Blvd. and Andrews Avenue Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Jane Snell, Project Manager Ph: 954-828-6720/ Jsnell@fortlauderdale.gov <b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/thwhite@fortlauderdale.gov	Mar-15	<input checked="" type="checkbox"/>	\$806,511.00	The construction work includes installation of new solar pedestrian lighting along the existing green pedestrian shared pathway, curbing, minor lane modifications, stone trench, additional landscaping and bioswale to the south side of the project corridor, milling, resurfacing, and restriping as show on the plans.
	<b>Delray Beach Master Plan Phase 1</b>  <b>Streetscape</b> <b>Landscape improvements</b>	<b>Owner: City of Delray Beach</b> 434 S. Swinton Avenue, Delray Beach, FL 33444 Contact: Isaac Kovner, P.E., Principal Engineer C: (561) 322-5052 / kovner@mydelraybeach.com <b>Engineer: EDSA, Inc.</b> 1512 East Broward Blvd., 110, Fort Lauderdale, Fl 33301 Contact: Alex Fenech, PLA, ASLA P: 954-524-3330 / afenech@edsaplan.com	Nov-18	<input checked="" type="checkbox"/>	\$2,352,494.42	Work entailed demolition of exist. Sidewalk, gazebos, parking meters and signs. Construct 103,000 SF of decorative color concrete sidewalk with 3 colors and aggregates in a wave pattern, alongside the beach. Also two beach pavillions, install showers, drinking fountains benches, bike racks, dog waste station, surfboard rack and trash receptacles. Reinforce, refinish and paint exist knee wall, landscaping and irrigation.
	<b>East Royal Palm Boulevard Improvements</b> E Royal Palm Boulevard with Riverside Drive  <b>Streetscape</b> <b>Landscape improvements</b> <b>2 Monumental sign</b>	<b>Owner: City of Coral Springs</b> 9530 West Sample Road, Coral Springs, FL 33065 Contact: Susan Hess / Director of Development Services P: 954-344-1156 / shess@coralsprings.org <b>Architect: Davidson Design Studio, Inc.</b> 10610 NW 43rd Street, Coral Springs, FL 33065 Contact: Scott Davidson, RLA / Project Architect P: 954-649-6688 / scott-ddg@live.com	May-14	<input checked="" type="checkbox"/>	\$ 643,926.00	The work entails the construction of a clear entrance to the city of Coral Springs. Work included removal of a portion of asphalt road to be replaced by decorative brick paver area, asphalt resurfacing , concrete curbing, ADA conc. sidewalks and two new monuments signs including electrical service fo sign lighting, lighting, landscape and irrigation.
	<b>Cove Gardens Neighborhood Improvements</b> 1200 East Hillsboro Boulevard, Deerfield Beach, FL  <b>Streetscape</b> <b>Landscape improvements</b>	<b>Owner: City of Deerfield Beach</b> 150 NE 2nd Avenue, Deerfield Beach, FL 33441 Contact: Hiep Huynh / CRA Project Manager P: 954-480-4402 / hhuynh@deerfiled-beach.com <b>Engineer: Chen Moore and Associates</b> 500 West Cypress Creek Road, # 630, Fort Lauderdale, FL 3309 Contact: Safiya Brea PE / Project Engineer P: 954-730-0707 / sbrea@chenmoore.com	Jan-14	<input checked="" type="checkbox"/>	\$ 1,530,227.57	The work included removal of existing drainage sys., asphalt, concrete and paver surfaces, clearing and regrading, new rock base and aspahlt roads, new concret sidewalks, pave crosswalks, new drainage system, traffic striping and sigange, landscaping and irrigation. Improvemnts to The Cove Gardens neighborhood in the City of Deerfield Beach.

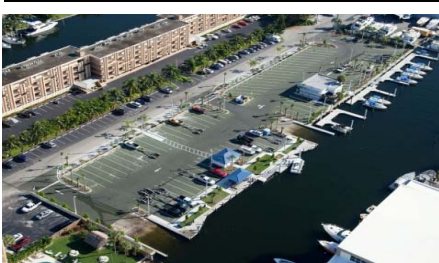
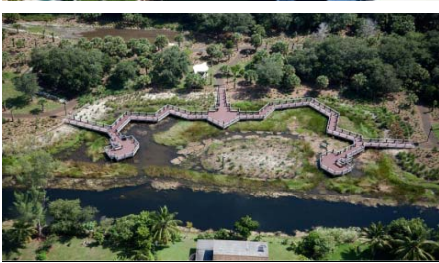







	<b>Parklane Roadway Improvements</b> NW 38th Street, Oakland Park, FL	<b>Owner: City of Oakland Park</b> 5399 N. Dixie Hwy, Oakland Park, FL 33334 Contact: Harvey Rambarath/ Project Manager P: 954-630-4475 / harveyr@oaklandparkfl.org	May-13	<input checked="" type="checkbox"/>	\$ 673,163.00	Work entails construction of new concrete sidewalks, restoration of all residences driveways, new asphalt paving, traffic striping, landscape and irrigation.
	<b>Streetscape</b> <b>Traffic Calming project</b> <b>Landscape improvements</b>	<b>Engineer: Calvin, Giordano &amp; Associates</b> 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 333316 Sabrina Baglieri, Project Engineer P: (954) 921-7781/ sbaglieri@calvin-Giordano.com				
	<b>Floranada Road Traffic Calming and Roadway Improvements</b> Floranada Road, Oakland Park, FL	<b>Owner: City of Oakland Park</b> 5399 N. Dixie Hwy, Oakland Park, FL 33334 Contact: Marlon Lobban, Project Manager P: 954-535-5100 / marlol@oaklandparkfl.gov	May-13	<input checked="" type="checkbox"/>	\$ 521,683.00	Work entails construction of new concrete sidewalks, paver crosswalks & roundabouts new drainage,new asphalt and traffic striping landscape and irrigation. Also includes all the work related to the installation of a new pedestrian bridge.
	<b>Streetscape</b> <b>Traffic Calming project</b> <b>Landscape improvements</b>	<b>Engineer: Craven Thompson and Associates</b> 3563 NW 53rd Street, Fort Lauderdale, FL 33069 Contact: Don Shaver, Project Engineer P: 954-739-6409 / dshaver@craventhompson.org				
	<b>Design Build Services for Noise Wall - Douglas Road and Taft street</b> Pembroke Pines, FL	<b>Owner: City of Pembroke Pines Public Service</b> 13975 Pembroke Road, Pembroke Pines, FL 33027 Contact: Dane Esdelle / Project Manager P: 954-828-6885/ desdelle@fortlauderdale.gov	Feb-13	<input checked="" type="checkbox"/>	\$ 303,495.00	Design, permitting & costruction services Work included the demolition of existing fences in residents backyards, and construction of a new 10' precast noise wall and sidewalk alongside Douglas road and Taft street. Improvements also include restoration of all conditions affected by the installation of the noise wall.
		<b>Engineering: Duratek Old Castle Precast, Inc.</b> 2180 American Flyer Way; Brooksville, Florida 34604 Contact: Mark Witt, Project Manager P: 352-796-5944/Mark.Witt@oldcastle.com				
	<b>NE 12th Avenue Parking Lot</b> NE 12th Avenue, Oakland Park, FL 33334	<b>Owner: City of Oakland Park</b> 3650 NE 12th Avenue, Oakland Park, FL 33334 Contact: Ronald Desbrunes / Project Manager P: 954-630-4482 / ronald@oaklandparkfl.org	Apr-12	<input checked="" type="checkbox"/>	\$ 456,734.93	Work included demolition of existing building clearing and grading site, and building a new 24,000 SF parking lot, sidewalks, drainage systems, site lighting, landscaping and irrigation. Also included construction of 2 trellis structures, new benches, trash receptacles, and bike racks.
		<b>Engineer: Kimley-Horn and Associates, Inc.</b> 5200 NW 33rd Avenue, Suite 109, Fort Lauderdale, FL 33309 Contact: Michael Carey, President P: 954-873-6782 / michael.carey@kimley-horn.com				
	<b>Fort Lauderdale Beach Park</b> 1100 Seabreeze Boulevard, Fort Lauderdale, FL 33316	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Earl Prizlee / Project Manager P: 954-828-6522/ eprizlee@fortlauderdale.gov	Jan-11	<input checked="" type="checkbox"/>	\$ 3,092,311.00	work for the Fort Lauderdale Beach Park includes site preparation, earthwork, new 6' wide sidewalk and decorative wall for 2100 LF along the coastal area. Also included landscape, irrigation, site lighting, showers, pavement restoration, site furnishings, undergrounding of overhead utils, drainage improvements, water and sewer.
		<b>Owner's Rep: Chen Moore &amp; Associates</b> Contact: Peter Moore, Project Manager 500 W. Cypress Creek Rd, FT Lauderdale, FL 33309 Ph: (954) 730-0707/pmoore@chenmoore.com				
	<b>NE 12th Avenue Improvements</b> 201 SE 6 <sup>th</sup> Avenue, Fort Lauderdale, FL	<b>Owner: City of Oakland Park</b> 3650 NE 12th Avenue, Oakland Park, FL 33334 Contact: Harvey Rambarath/ Project Manager P: 954-630-4475 / harveyr@oaklandparkfl.org	Jul-09	<input checked="" type="checkbox"/>	\$ 4,563,519.07	Work entails construction services to remove existing asphalt and replace with new limerock and asphalt, new drainage system, install new water service, new sewer main and sytems, new underground electric and comm. services, site lighting, landscape & irrigation. install new decorative paver crosswalks, roundabouts, three new plazas with decorative sufaces, trellises, water fountains and site furniture.
	<b>Streetscape</b> <b>Traffic Calming project</b> <b>Landscape improvements</b> <b>Undergrounding Electrical, utilities, drainage systems</b> <b>Plazas</b> <b>Street Lighting</b>	<b>Owner's Rep: Jacobs Carter &amp; Burgess</b> 6363 NW 6th Way, Suite 300, Fort Lauderdale, FL 33309 Contact: Stephen Williams / Project Manager P: 954-331-5572 / stephen.williams@jacobs.com				
	<b>Flagler Drive Greenway and Bicycle Facility Phase II</b> N.E. Flagler Drive Right-of-Way (R/W) located between East Sunrise Blvd. and Andrews Avenue Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Jane Snell, Project Manager Ph: 954-828-6720/ Jsnell@fortlauderdale.gov	Mar-15	<input checked="" type="checkbox"/>	\$806,511.00	The construction work includes installation of new solar pedestrian lighting along the existing green pedestrian shared pathway, curbing, minor lane modifications, stone trench, additional landscaping and bioswale to the south side of the project corridor, milling, resurfacing, and restriping as show on the plans.
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/thwhite@fortlauderdale.gov				


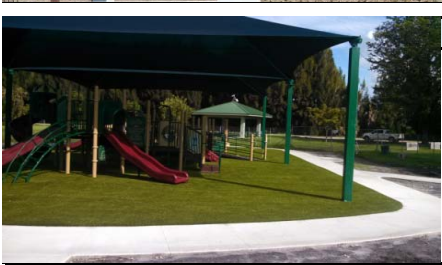


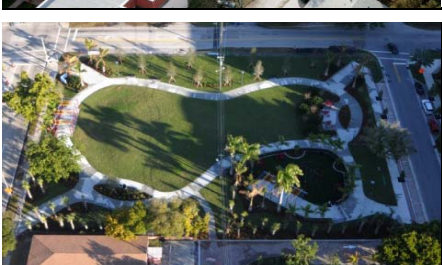
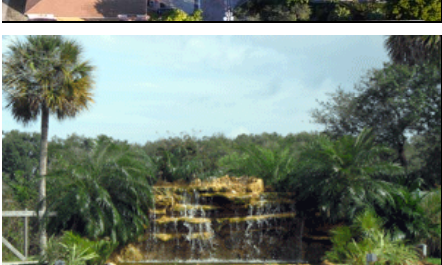



	<b>Flagler Greenway Trail</b> Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Dane Esdelle / Project Manager P: 954-828-6885/ desdelle@fortlauderdale.gov	Oct-12	<input checked="" type="checkbox"/>	\$ 721,360.00	Work includes the demolition and construction of a pedestrian trail paver sidewalks and crosswalks, new concrete curbing and handicaped improvements, new site lighting, landscaping and irrigation.
		<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/thwhite@fortlauderdale.gov				
	<b>Hillsboro Greenway Trail</b> City of Deerfield Beach	<b>Owner: City of Deerfield Beach</b> 200 Goolsby Boulevard, Deerfield Beach, FL 33442 Contact: Bernard Buxton-Tetteh, PE, Contract Manager\ P: 954-480-4432/bbuxton-tetteh@deerfield-beach.com	Mar-12	<input checked="" type="checkbox"/>	\$ 387,460.00	Work includes the demolition and construction of a pedestrian trail paver sidewalks and crosswalks, new concrete curbing and handicaped improvements, new site lighting, landscaping and irrigation.
		<b>Project Engineer: City of Deerfield Beach</b> 200 Goolsby Boulevard, Deerfield Beach, FL 33442 Contact: Bernard Buxton-Tetteh, PE, Project Engineer P: 954-480-4432/bbuxton-tetteh@deerfield-beach.com				
	<b>Delray Fire Rescue Headquarters Plaza</b>	<b>Owner: City of Delray Beach CRA</b> 434 South Swinton Avenue, Delray Beach, FL 33444 Contact: Timothy Tack, Project Manager Ph: 561-243-7315/ tack@mydelraybeach.com	Nov-15	<input checked="" type="checkbox"/>	\$320,195.36	Removal of existing landscaping and construction of new plaza at the southeast corner of the Fire Rescue Headquarters Building.Plaza will feature new seat walls, landscaping, lighting, an expansion of existing retention area with precast retaining walls to enclose retention area on three sides,fencing, modifications to the existing irrigation system pervious paver with a specialty paving wave pattern & inlaid bronze plaques.
		<b>Architect: Calvin, Giordano &amp; Associates</b> 1800 Eller Drive, Suite 600 Fort Lauderdale FL 33316 Contact: Michael D. Conner, Project Manager Ph: (954) 921-7781 / Mconner@cgasolutions.com				
	<b>Oakland Park Art Plaza</b> SW Corner of Dixie Highway and NE 34th Street, Okland Park, FL	<b>Owner: City of Oakland Park</b> 5399 N. Dixie Hwy, Oakland Park, FL 33334 Contact: John Michael Perez, Project Manager P: 954-535-5100 / johnmp@oaklandparkfl.gov	Sep-13	<input checked="" type="checkbox"/>	\$ 263,035.84	The work included demolition and clearing of existing site. Also included the construction of a new park with decorative pavers and concrete sidewalks, concrete pedestal which will serve to display public art features, concrete benches, conc. curbing, gutters, parking, water service, drainge, site lighting, landscaping and irrigation.
		<b>Engineer: Craven Thompson and Associates</b> 3563 NW 53rd Street, Fort Lauderdale, FL 33069 Contact: Don Shaver, Project Engineer P: 954-739-6409 / dshaver@craventhompson.org				
	<b>Oakland Station Plaza</b> NE 38 Street and Dixie Highway, Oakland Park, FL	<b>Owner: City of Oakland Park</b> 3650 NE 12th Avenue, Oakland Park, FL 33334 Contact: Harvey Rambarath/ Project Manager P: 954-630-4475 / harveyr@oaklandparkfl.org	Apr-13	<input checked="" type="checkbox"/>	\$ 330,000.00	Work entails demolition, site grading to construct a decorative entrance plaza to include decorative concreteand pavers surfaces, elevated planters, containing walls, entrance steps and ADA access ramps. Also included as part of the scope of work is the connection of water and sewer services
		<b>Engineer: Calvin, Giordano &amp; Associates</b> 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 333316 Sabrina Baglieri, Project Engineer P: (954) 921-7781/ sbaglieri@calvin-Giordano.com				
	<b>NE 12th Avenue Improvements</b> 201 SE 6 <sup>th</sup> Avenue, Fort Lauderdale, FL	<b>Owner: City of Oakland Park</b> 3650 NE 12th Avenue, Oakland Park, FL 33334 Contact: Harvey Rambarath/ Project Manager P: 954-630-4475 / harveyr@oaklandparkfl.org	Jul-09	<input checked="" type="checkbox"/>	\$ 4,563,519.07	Work entails construction services to remove existing asphalt and replace with new limerock and asphalt, new drainage system, install new water service, new sewer main and sytems, new underground electric and comm. services, site lighting, landscape & irrigation. install new decorative paver crosswalks, roundabouts, three new plazas with decorative sufaces, trellises, water fountains and site furniture.
		<b>Owner's Rep: Jacobs Carter &amp; Burgess</b> 6363 NW 6th Way, Suite 300, Fort Lauderdale, FL 33309 Contact: Stephen Williams / Project Manager P: 954-331-5572 / stephen.williams@jacobs.com				
	<b>Peace Mound Park Improvements</b> 1300 Three Village Road, Weston, FL 33326	<b>Owner: City of Weston</b> 17200 Royal Palm Boulevard, Weston, FL 33326 Contact: Karl C. Thompson Director of Public Works (954) 385-2600 / kthompson@westonfl.org	Jun-14	<input checked="" type="checkbox"/>	\$ 1,911,263.00	The work entails constructing new improvements to the park including a new parking area, concrete walkways, two small gazebos, new playground benches & site lighting, demolition of existing wood walkway, and repairs & re-decking of existing wood dock. Sitework includes related paving, grading, drainage, signing and marking, retaining walls, steps, wood dock , landscaping, irrigation and lighting
		<b>Architect: Calvin, Giordano &amp; Associates</b> 1800 Eller Drive, Suite 600 Fort Lauderdale FL 33316 Contact: Michael D. Conner, Project Manager Ph: (954) 921-7781 / Mconner@cgasolutions.com				


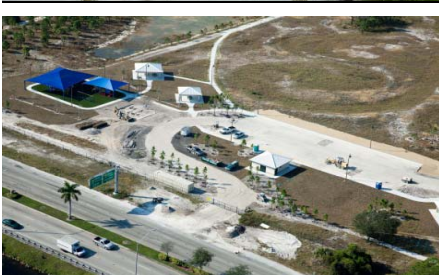

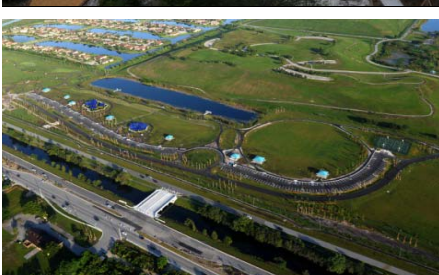
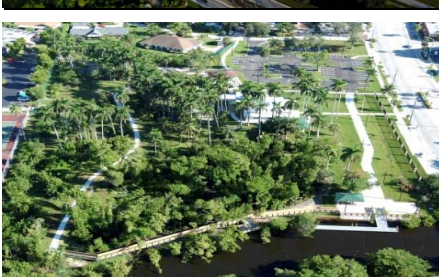




	<b>NE 15th Street Boat Launch and Marine Complex</b> 1784 SE 15th Street, Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Irina Tokar / Project Engineer P: 954-828-6891/ itokar@fortlauderdale.gov	Oct-14	<input checked="" type="checkbox"/>	\$ 1,690,270.00	The work includes demolition of existing restroom building, sidewalks, curbing, existing aerial utilities. Also included the undergrounding of FPL/Comcast services new and exist., site lighting, ADA walks, resurface parking, new ADA parking layout, ADA restroom/Fish cleaning station bldg., picnic area, new dock systems, water, sewer and fire systems, landscaping and irrigation.
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/thwhite@fortlauderdale.gov				
	<b>Cypress Preserve &amp; Oak Hammock Passive Parks</b>	<b>Owner: City of Sunrise</b> 10770 W. Oakland Park Blvd, Oakland Park, FL Contact: Dave Abderhalden / Project Manager P: 954-572-2264 / dabderhalden@sunrisefl.gov	Dec-14	<input checked="" type="checkbox"/>	\$ 4,874,600.00	The work entails the construction of two park sites containing a playground, splash pad, disc golf course, pedestrian trail systems, restroom pavilions, boardwalk, wetland areas, parking, and native landscaping. Sitework includes site preparation, earthwork, parking areas and striping, site utilities, site improvements, sidewalks, porous paving, park signage, perimeter fencing, irrigation & landscaping.
		<b>Craven Thompson and Associates, Inc.</b> 3563 NW 53rd Street, Fort Lauderdale, FL 33309 Contact: Doug Schultz, RLA, Project Manager Ph: (954) 739-6400 / dschultz@craventhompson.com				
	<b>Pioneer Park Boat Ramp &amp; Parking Improvements</b>	<b>Owner: City of Deerfield Beach</b> 200 Goolsby Boulevard, Deerfield Beach, FL 33442 Contact: Bernard Buxton, Operations Manager (954) 480-4432	Jan-13	<input checked="" type="checkbox"/>	\$ 292,838.00	Work includes the renovation of existing parking lot by eradicating and mixing existing asphalt with, existing base, reworking and widening the base, adding a new grass paving parking area, widening the pavement area base, covering all with 2 lifts of asphalt, concrete curb, new drainage system, traffic striping and signalization, new concrete retaining wall and boat ramp.
		<b>Architect: Keith and Associates</b> 301 East atlantic Boulevard, Pompano Beach, FL 33060 Contact: James Thiele, Project Engineer P: 954-788-3400 / F: 954-788-3500				
	<b>Riverwalk South Regional Park</b> Fort Lauderdale, Riverside	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Irina Tokar / Project Engineer P: 954-828-6891/ itokar@fortlauderdale.gov	Mar-08	<input checked="" type="checkbox"/>	\$ 3,081,709.00	Construction of a linear park along the river to include a 8' wide decorative paver walk, 4 marina stations, water, sewer systems, site drainage, fire service. Also included the construct a new electrical building, landscaping and Irrigation
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/ thwhite@fortlauderdale.gov				
	<b>Gore Betz Neighborhood Park</b> 1611 SW 9th Avenue, Fort Lauderdale, FL 33315	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Jane Snell, Project Manager Ph: 954-828-6720/ Jsnell@fortlauderdale.gov	Apr-15	<input checked="" type="checkbox"/>	\$398,059.62	Work includes the Construction of parallel parking spaces & sidewalks with permeable pavers; Removal of existing inactive elec. pole on-site; Construction of earth berms, rubber mulch path, trees, shrubs, sod, bioswales, and irrigation system; Installation of site lighting; Installation of adult fitness equipment and surfacing; Abandonment of existing irrigation pump; and Installation of new pavilion.
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White, Landscape Architect P: 954-828-5937/thwhite@fortlauderdale.gov				
	<b>Wrice Center Green Community Annex and Community Gardens</b> 1200 NW 1th Ave / 56 NW 8th Avenue, Dania Beach, FL 33317	<b>Owner: City of Dania Beach</b> 100 West Dania Beach Blvd, Dania Beach, FL 33004 Contact: Ronnie Navarro, City Engineer P: 954-924-3615 / rnavarro@ci.dania-beach.fl.us	Mar-14	<input checked="" type="checkbox"/>	\$ 242,000.00	Community Garden - construction services include the installation of a pavilion type structure, fences, solar lighting, bike racks, cisterns, drainage system improvements and garden appurtenances. Wrice Center Green Community Annex-construction improvements include a passive park with a flower garden, walkways, lighting and a shade structure.
		<b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				
	<b>South Side School Redesign - South Exterior</b> 850 South Andrews Avenue, Fort Lauderdale, FL 33316	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Irina Tokar / Project Engineer P: 954-828-6891/ itokar@fortlauderdale.gov	Jan-14	<input checked="" type="checkbox"/>	\$ 726,847.47	The work includes construction of a new restroom building, a picnic pavillion, 2 new playground shade structures & site improvements. Site work includes demolition, clearing, grubbing, water and sewer systems, site lighting, decorative paver walkways landscaping and irrigation
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/thwhite@fortlauderdale.gov				






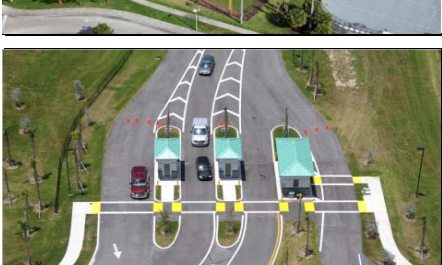



	<b>Helwig Park</b> 700 NE 41st Court, Deerfiled Beach, FL 33064	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: David Gardener / Project Manager P: 954-577-4635 / dagardener@ broward.org	Mar-14	<input checked="" type="checkbox"/>	\$ 410,177.00	The work included clearing of an environmetally sensitive natural area to construct a new park, part of work was grading, site drainage, a new water service for future storage building and new drinking fountain, new park entrance, access roads, parking lot, concrete sidewalks, new playground with shade structures, site fencing, site furnishings, picnic shelters, native landscaping and irrigation.
		<b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				
	<b>Plantation Heritage Playground</b>	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Dave Gardner / Project Manager P: 954-577-4635 / dagardner@broward.org	Oct-13	<input checked="" type="checkbox"/>	\$ 221,395.00	Work included demolition of existing playground and construction of a new playground to include sidewalks, concrete curbing, two playground areas, sinthetic turf and two shade structures.
		<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Martin Gross / Project Manager P: 954-370-3810 / mgross@broward.org				
	<b>South Middle River Park</b> 1718 NW 6th Avenue, Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Irina Tokar / Project Engineer P: 954-828-6891/ itokar@fortlauderdale.gov	Feb-12	<input checked="" type="checkbox"/>	\$ 413,000.00	Work includes site preparation, including clearing, grubbing and grading, asphalt paving, curbs, striping, concrete walks, recycled rubber pathways,landscaping, sod, irrigation, vinyl coated chain link fencing, playground equipment, safety surfacing, fabric shade structures, exercise equipment, picnic tables, benches, barbeque grilles and electrical power and lighting systems.
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/ thwhite@fortlauderdale.gov				
	<b>Harbordale Park</b> 1817 Miami Road, Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Herb Stanley / Project Engineer P: 954-828-6801/ hstanley@fortlauderdale.gov	Dec-11	<input checked="" type="checkbox"/>	\$ 274,188.00	The work consists of providing construction services for a park to include playground equip., and artificial turf surface, mulch ADA path with edging, wood fence, landscaping, irrigation, site amenities, and solar landscaping up lighting.
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/ thwhite@fortlauderdale.gov				
	<b>Peter Feldman Park (AKA Flagler Heights)</b> 310 NE 6th Street, Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Irina Tokar / Project Engineer P: 954-828-6891/ itokar@fortlauderdale.gov	Dec-10	<input checked="" type="checkbox"/>	\$ 474,547.00	The work consists of the development of a new park to include new concrete sidewalks, right away improvements, new playground, site furniture, site lighting, paver block walks and driveways, Landscape and Irrigation. Two new ornamental metal trellis structures and ornamental metal custom made bike racks.
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/ thwhite@fortlauderdale.gov				
	<b>Tree Tops Park Improvements</b>	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Matin Gross / Project Manager P: (954) 577-4646 / mgross@ broward.org	Jan-08	<input checked="" type="checkbox"/>	\$ 1,739,223.81	<b>Design-Build</b> - Renovations to the existing Admin. building to incl. lobby, multipurpose room & entrance and restrooms; Renovations to park entrance include water feature, gatehouse, landscaping & irrig.; New sewer system to service all park building; playground area, new shelter and new stand alone restroom building for equestrians.
	3900 SW 100th Avenue, Davie, FL	<b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				
	<b>Lincoln Park</b> 600 NW 19th Avenue, Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Frank Snedaker / Project Manager P: 954-828-6025/ fsnedaker@fortlauderdale.gov	Jul-06	<input checked="" type="checkbox"/>	\$ 711,622.00	Work entailed improvements to an existing park that had undergone a decontamination process by removing 2 fett of contaminated soil and caping site with specifiyed membrane. Our work was done above the level of the environmental membrane. Included New sidewalks, two large pavillions, playgorund, extensive concrete paths, basketball court, fencing, landscaping and irrigation.
		<b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Frank Snedaker / Project Manager P: 954-828-6025/ fsnedaker@fortlauderdale.gov				



	<b>Saw Palmetto Natural Area</b> 4950 NW 71st Place, Coconut Creek, FL 33073	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Matin Gross / Project Manager P: (954) 577-4646 / mgross@ broward.org <b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net	Mar-14	<input checked="" type="checkbox"/>	\$ 541,453.73	The work included clearing of an environmetally sensitive natural area to construct a new park, part of work was grading, site drainage, a new water service for future storage building and new drinking fountain, new park entrance, access roads, parking lot, concrete sidewalks and park trails, elevated boardwalks, site amenities, picnic shelters, elevated overlook, native landscaping and irrigation.
	<b>Miramar Pinelands Natural Area</b> 3600 South University Drive, Miramar, FL  5,000 LF of color concrete sidewalks 470 LF of elevated board walks over a mitigation area Site Lighting	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Matin Gross / Project Manager P: (954) 577-4646 / mgross@ broward.org <b>Architect: Synalovski, Romanik, Saye, Inc.</b> 1800 Eller Drive, #500, Fort Lauderdale, FL 33316 Contact: Merrill Romanik, Project Architect P: 954-961-6806 / mromanik@synalovski.com	Dec-12	<input checked="" type="checkbox"/>	\$ 3,010,528.56	<b>Design Build</b> - Development of a 157 acre parcel to incl. maintenance/restroom bldg., park entrance w/gate house, 3 picnic shelters, playground, water playground exercise stations, storage building, dumpster area, perimeter fencing, park sign, concrete sidewalk, site furnishings, drinking fountains along the sidewalks, elevated board walks, access roads, parking areas, water & sewer, drainage,site lighting ,native landscape
	<b>Bill Keith Preserve</b> 1720 SW 17th Street, Fort Lauderdale, FL	<b>Owner: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Irina Tokar / Project Engineer P: 954-828-6891/ itokar@fortlauderdale.gov <b>Architect: City of Fort Lauderdale</b> 100 N. Andrews Avenue, Fort Lauderdale, FL Contact: Thomas White / Landscape Architect P: 954-828-5937/ thwhite@fortlauderdale.gov	Apr-11	<input checked="" type="checkbox"/>	\$ 300,000.00	The work consists of improvements to a park including clearing, grubing, grading, paverblock parking lot, concrete slabs and walks, laminated wood pavillion w/ cedar shake roofing,signage, elevated recycled plastick board walk w/integral benches,water supply,drinking fountain, nature trails w/ timber log edging, solar powered lights site furniture, irrigation and landscaping.
	<b>Vista View Park Expansion</b> 4001 SW 142nd Avenue, Davie, FL 33330  15,000 LF of 8' wide multipurpose trails 11,000 LF of asphalt horse trails 3,000 SF admin. Bldg 1,500 SF maint. Bldg. 16,000 SF Playground covered with shade structures	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Matin Gross / Project Manager P: (954) 577-4646 / mgross@ broward.org <b>Owner's Rep: CMS, Inc.</b> 10 Fairway Drive, Suite 301, Deerfield Beach, FL 33441 Contact: John Walsh / Project Manager P: 954-481-1611 / jwalsh@cms-construction-services.com	Nov-09	<input checked="" type="checkbox"/>	\$ 7,040,000.00	60 acre park expansion including clearing, grubbing, drainage system. New sewer main, 2 lift stations, water system, site electrical, access roads, parking areas, 8' wide multipurpose trails, asphalt horse trails, equestrian corral, New admin. Bldg., maint. Bldg. 2 restroom bldgs., 6 shelters, 2 basketball courts, 2 fishing piers and boat dock, Playground with shade structures, fencing, landscaping and irrigation.
	<b>Richardson Historic Park</b> 1937 Wilton Drive, Wilton Manors, FL	<b>Owner: City of Wilton Manors</b> 524 NE 21th Court, Wilton Manors, FL 33305 Contact: Patrick Cann/ Director of Leisure Services P: 954-390-2130 / pcann@wiltonmanors.com <b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net	Oct-08	<input checked="" type="checkbox"/>	\$ 1,627,150.00	<b>Design-Build</b> - parking lot, parking lot, signage, fencing and lighting, drainage, water and sewer, main water service, new walks, dock area, elevated walks and natural trail, observation deck, boat ramp & new restroom building.
	<b>Long Key Nature Center and natural area</b> 3501 SW 130 Street, Davie, FL	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Matin Gross / Project Manager P: (954) 577-4646 / mgross@ broward.org <b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net	Feb-08	<input checked="" type="checkbox"/>	\$ 6,737,113.80	<b>Design-Build - 20,000 SF</b> Nature Center building, 80' span bridge over mitigation lake, 2,000 SF maintenance building, site lighting, irrigation, water fountain feature,site furniture and park signage. Also included the construction of the "Island Garden" a water feature with trellises and gardens designed by artist Loran Jordan.
	<b>Windmill Park Improvements</b> 700 Lyons Road, Coconut Creek, Fl 33063	<b>Owner: City of Coconut Creek</b> 4800 West Copans Road, Coconut Creek, FL 33063 Contact: Brian Rosen, Project Supervisor P: 954-973-6780/ F: 954-973-6754 / brosen@coconutcreek.net <b>Architect: Synalovski, Romanik, Saye, Inc.</b> 1800 Eller Drive, #500, Fort Lauderdale, FL 33316 Contact: Merrill Romanik, Project Architect P: 954-961-6806 / mromanik@synalovski.com	Feb-18	<input checked="" type="checkbox"/>	\$4,597,863.00	Improvements will include the construction of a new dog park pavilion with restrooms and renovation of the existing tennis building. Other improvements include creating a new parking lot, lighted concrete pathways with outdoor exercise stations, new playground equip and renovation of all sports courts.



	<b>Flamingo Park Improvements</b>	<b>Owner: City of Sunrise</b> 10770 W. Oakland Park Blvd, Oakland Park, FL Contact: Dave Abderhalden / Project Manager P: 954-572-2264 / dabderhalden@sunrisefl.gov	May-18	<input checked="" type="checkbox"/>	\$5,011,745.00	The Work includes Permitting and Construction of a Community Center, Covered Basketball Courts, Soccer field, Splash Pad with all amenities, Demolition of an existing Basketball Courts, Site Utilities and Drainage Improvements, Site Lighting throughout the park, Camera & Security Upgrades throughout the park, Landscape Irrigation, Fencing, Sidewalk and pavement restoration. Cameras, fiber optic cabling for cameras & network equip
		<b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				
	<b>Sullivan Park Improvements</b>	<b>Owner: City of Deerfield Beach CRA</b> 150 NE 2nd Avenue, Deerfield Beach, FL 33441 Contact: Hiep Huynh / CRA Project Manager P: 954-480-4402 / hhuynh@deerfiled-beach.com	Jan-17	<input checked="" type="checkbox"/>	\$3,788,850.00	The work will include but not be limited to clearing, demolition, installation of drainage system, curbing, sidewalks, road & parking reconstruction, landscaping, lighting, paving, playground equipment, water features, boat dock, restroom building, stair tower, relocation of the water mains & other construction services with the exception of the removal and undergrounding of FPL overhead power lines.
		<b>Engineer: Bermello Ajamil &amp; Partners, Inc.</b> 900 SE 3rd Avenue, Suite 203, Fort Lauderdale, FL 33316 Contact: Kirk Olney, Project Architect P: 305-859-2050 / kolney@bermelloajamil.com				
	<b>Design Build Services for Mickel Park Renovations</b>	<b>Owner: City of Wilton Manors</b> 524 NE 21th Court, Wilton Manors, FL 33305 Contact: Patrick Cann/ Director of Leisure Services P: 954-390-2130 / pcann@wiltonmanors.com	Jun-17	<input checked="" type="checkbox"/>	\$1,716,336.00	The work includes sitework, parking, drainage and utility improvements; park lighting improvements, new fitness trail to include fitness stations, renovations to existing administration building, site furnishings, restroom building, picnic shelter, ADA playground, Large concert pavillion, outdoor covered bar area, 2 monument entrance signs, state fencing, renovation to existing athletic field, landscepe and irrigation.
	<u>Relevance:</u> <b>Park Facility</b>	<b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				
	<b>Westside Park Baseball Fields</b>	<b>Owner: City of Deerfield Beach</b> 445 SW 2nd Street, Deerfield Beach	Sep-13	<input checked="" type="checkbox"/>	\$ 934,951.37	The work consisted in the construction of a regulation little league baseball field, one practice baseball field, lighting, new sidewalks, site amenities, and landscaping. The work will included site preparation, earthwork, drainage installation and improvements, baseball field construction, sidewalk installation, utility installation, landscape and irrigation installation.
		<b>Engineer: Chen Moore and Associates</b> 500 West Cypress Creek Road, # 630, Fort Lauderdale, FL 3309 Contact: Eric Harrison, Project Architect P: 772-919-7018 / eharrison@chenmoore.com				
	<b>Sable Pines Park Renovations</b>	<b>Owner: City of Coconut Creek</b> 4800 West Copans Road, Coconut Creek, FL 33063 Contact: Brian Rosen, Project Supervisor P: 954-973-6780/ F: 954-973-6754 / brosen@coconutcreek.net	Jan-13	<input checked="" type="checkbox"/>	\$ 750,000.00	Work included demolition of existing hockey rink, clear, grub and re-grading site, construct two new complete baseball fields and one football field to include dugouts, bleachers, shade structures, sports lighting and athletic equipment. Also included as part of this project scope are ADA improvements to existing sidewalks.
		<b>Architect: Caufield &amp; Wheeler, Inc.</b> 7900 Glades Road, Suite 100, Boca Raton, FL 33434 Contact: Ryan Wheeler / Project Manager P: 561-392-1991 / F: 561-750-1452				
	<b>District 2 Park improvements-Quiet Waters Renovations</b>	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Richard Voss/ Project Manager P: 954-577-4637 / rvoss@ broward.org	May-11	<input checked="" type="checkbox"/>	\$ 4,296,815.00	<b>Quiet Waters Park:</b> Entrance renovations, gatehouse & ticket booth, 10,000 SF maintenance building, new restroom building, renovations to existing pool area include new interactive play feature, resurfacing exist. Deckpool, equipment upgrades, resurfacing and restriping existing parking lot. ADA improvements to parking and access to pool area.
	<b>Quiet Waters Park Renovations</b> 401 S. Powerline Rd., Deerfield Beach, FL 33442 <b>DESIGN BUILD</b>	<b>Architect: Walters Zackria Associates</b> 620 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				
	<b>District 2 Park improvements-North Broward Park Renovations</b>	<b>Owner: Broward County Park &amp; Rec.</b> One University Dr, Plantation, FL Contact: Richard Voss/ Project Manager P: 954-577-4637 / rvoss@ broward.org	Jan-11	<input checked="" type="checkbox"/>	\$ 499,458.00	<b>North Broward Park:</b> work included regrading. resodding multipurpose field, irrigation and new sports lighting.
	<b>North Broward Park Renovations</b> 4400 NE 18th Avenue, Lighthouse Point, FL 33064 <b>DESIGN BUILD</b>	<b>Architect: Walters Zackria Associates</b> 620 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				

## REFERENCES



1. Name of Firm or Agency: City of Sunrise  
Address: 10770 W. Oakland Park Blvd, Sunrise, FL 33351  
Contact: Earl Prizlee Title: Project Manager  
Telephone: 954-572-3725 Email: eprizlee@sunrisefl.gov
2. Name of Firm or Agency: City of Sunrise  
Address: 10770 W. Oakland Park Blvd, Sunrise, FL 33351  
Contact: David Abderhalden Title: Project Manager  
Telephone: 954-572-2264 Email: dabderhalden@sunrisefl.gov
3. Name of Firm or Agency: City of Deerfield Beach  
Address: 10770 W. Oakland Park Blvd, Sunrise, FL 33351  
Contact: Mark DiMascio Title: Project Manager  
Telephone: 954-952-0221 Email: MDiMascio@deerfield-beach.com
4. Name of Firm or Agency: City of Wilton Manors  
Address: 2020 Wilton Dr, Wilton Manors FL 33305  
Contact: Patrick Cann Title: Director of Leisure Services  
Telephone: 954-390-2130 Email: pcann@wiltonmanors.com
5. Name of Firm or Agency: City of Coconut Creek  
Address: 4900 W. Copans Road, Coconut Creek FL 33063  
Contact: Brian Rosen Title: Project Manager  
Telephone: 954-545-6614 Email: brosen@coconutcreek.net
6. Name of Firm or Agency: City of Oakland Park  
Address: 3650 NE 12th Ave., Oakland Park, FL 33334  
Contact: Lori Douvris, Project Manager  
Telephone: 954-630-4479 Email: lori.douvris@oaklandparkfl.gov
7. Name of Firm or Agency: City of Tamarac  
Address: 6011 Nob Hill Rd., Tamarac, FL 33321  
Contact: Dibb Machuca, Project Manager:  
Telephone: (954) 597-3569 Email: dibb.machuca@tamarac.org
8. Name of Firm or Agency: City of Delray Beach  
Address: 6011 Nob Hill Rd., City of Tamarac, FL 33321  
Contact: Isaac Kovner, Project Engineer  
Telephone: (561) 322-5052 Email: kovner@mydelraybeach.com

# Knowledge of Site



## Permitting

MBR Construction's Team is very familiar with the Permitting Process in Broward County in its various municipalities, including Pompano Beach. We submit for and obtain all required regulatory agency approvals, including Building Department, Zoning Department, Engineering, Broward County Traffic Engineering, South Florida Water Management District, Broward County Water and Sewer, Broward County Surface Management, Broward County Tree Section, Broward County Elevator Section, Broward County Health Department, etc.

In addition, MBR Construction's Team has experience in obtaining specialty permits or approvals for various projects from the following agencies or regulatory bodies:

- ✓ Development Review Committee
- ✓ Architectural Appearance Committee
- ✓ Community Appearance Board
- ✓ Planning and Zoning Board
- ✓ US Army Corps of Engineers
- ✓ Florida Inland Navigation District
- ✓ Florida Department of Environmental Protection
- ✓ Federal Aviation Administration
- ✓ Florida Historical Commission
- ✓ Local Historical Committee
- ✓ Broward County Historical Commission

## Codes

MBR Construction's staff is very familiar with the current building codes.

## Previous Experience doing work for the City of Pompano Beach





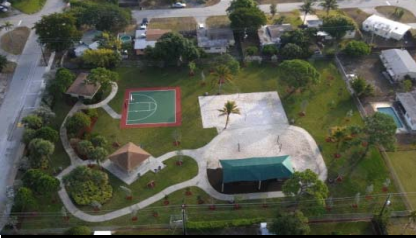



The following are projects completed by MBR Construction, Inc as a prime contractor. These projects were successfully on time and within budget:

CMAR services for Palm Aire Park	\$1,638,450.00
Cresthaven Park Improvements	\$ 274,188.00
Mitchell Moore Park Improvements Phase II	\$ 788,458.00
Pompano Community Park Phase 2	\$ 4,183,892.00
Pompano Community Park Phase 1	\$ 2,265,169.00
ETA NU Educational Facility	\$ 1,048,760.00
Ali Building Cultural Center Phase 2	\$ 1,404,898.65

## Local Business Participation

The MBR Construction Team is ready and looking forward to working with the City of Pompano Beach Local Business Participation Program. We continue to enjoy long-standing relationships with numerous Pompano Beach Businesses and are fully committed to fulfilling a minimum of 25% participation of local subcontractors and suppliers.



MBR CONSTRUCTION'S PROJECT COMPLETED FOR CITY OF POMPANO BEACH						
	Project Name	References	Contract Completion	On Time	Contract Amount	Description
		<b>ETA NU Education Facility</b> NE Corner, NW 10 Avenue & Martin Luther King Blvd. Pompano Beach, Fl	May-16	<input checked="" type="checkbox"/>	\$ 1,048,760.00	The work icludess of construction of 9,182 SF Administration building to be LEED compliant, communication and IT systems, security system infrastructure, site electrical include installing a new FPL service, site lighting, security access, parking lot, signage, landscaping and irrigation. Also new AOA fence, above ground fuel storage tank, emergency generator, & building canopies.
		<b>Owner: City of Pompano Beach CRA</b> 100 West Atlantic Boulevard, Pompano Beach, FL 33060 Nguyen Tran, Senior Project Manager PH: (954) 545-7769 email: Nguyen.Tran@copbfl.com <b>Architect: Colette Satchell &amp; Associates, Inc.</b> 16990 NE 19th Avenue, North Miami Beach, FL 33162 Colette Satchell, PA, Project Architect (786) 440 5794 / csali@bellsouth.net				
		<b>Ali Building Cultural Center Phase 2</b> 353 Hammondville Road (a.k.a. Martin Luther King Blvd.) Pomoano Beach, FL	Mar-15	<input checked="" type="checkbox"/>	\$ 1,404,898.65	The project consists of construction services to build a 2,400 SF Cultural Center building addition to include an outdoor stage, decorative paver brick coutyard, storage rooms, restroom facilities, stc. Also as part of this project is the construction of all related utilities, parking lot and sitework
		<b>Owner: City of Pompano Beach CRA</b> 100 West Atlantic Boulevard, Pompano Beach, FL 33060 Nguyen Tran, Senior Project Manager PH: (954) 545-7769 email: Nguyen.Tran@copbfl.com <b>Architect: DK Architect / Planners</b> 24 NE 24th Avenue, Suite 1, Pompano Beach, FL 33062 André Capi, PA, Project Architect (954) 941-3329 / acapi@dk-group.com				
		<b>Palm Aire Park</b> 4035 W Palm-Aire Drive, Pompano Beach, FL 33069	Dec-11	<input checked="" type="checkbox"/>	\$ 1,638,450.00	Construction of a new neighborhood park, work includes: 2 playgrounds, excersice areas, 6 tennis courts, 2 bacci ball courts,2 full hand ball courts,1 full basketball court, 1 sand volleyball court, 1 restroom building, site utils., site lighting, sidewalks, landscape, irrication, parking lot, site furnishings, an entrance park sign, lightning warning system.
		<b>Owner: City of Pompano Beach</b> 1201 NE 5th Avenue, Pompano Beach, FL 33060 Alessandra Delfico, PE, City Engineer P: (954) 786-4144/Alessandra.Delfico@copbfl.com <b>Architect: Bermello Ajamil &amp; Partners</b> 2601 South Bayshore Drive, Miami, FL 33133 Contact: Randy P. Hollingworth / Project Manager P: 786.470.3898 / rhollingworth@bermelloajamil.com				
		<b>Cresthaven Park Improvements</b> 1320 NE 27th Court, Pompano Beach, FL 33062	Dec-10	<input checked="" type="checkbox"/>	\$ 71,962.00	The work consists of improvements to a City park renovation for the existing volleyball court and net, add half a basketball court w/standard and hoop, new sidewalk trails connecting park events, tree mitigation and new parking pavers.
		<b>Owner: City of Pompano Beach</b> 1201 NE 5th Avenue, Pompano Beach, FL 33060 Contact: Tammy Good/ Project Manager P: 954-786-5512 / tammy.good@copbfl.com <b>Corzo Castellano Carballo Thompson Salman</b> 21301 Powerline Road, Suite 311, Boca Raton, FL 33433 Contact: Jeffrey S. Crews / Project Engineer P: 954-565-2113				
		<b>Pompano Community Park Phase III</b> 920 NE 18th Avenue, Pompano Beach, FL 33060	Jun-11	<input checked="" type="checkbox"/>	\$ 2,265,169.00	Construct new Concession Building w/storage for field maintenance, new 4 path sidewalk w/ pedestrian lighting, home and visitor bleachers for all 4 tournament fields, dugouts for all 4 fields, new fencing, new sports lighting and alteration to existing sports lighting of soccer /football fields, New Playground and Picnic Shelter and improvements to exist. Parking lot.
		<b>Owner: City of Pompano Beach</b> 1201 NE 5th Avenue, Pompano Beach, FL 33060 Contact: Tammy Good/ Project Manager P: 954-786-5512 / tammy.good@copbfl.com <b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				
		<b>Mitchell Moore Park Improvements Phase II</b> 901 NE 10th Street, Pompano Beach, FL 33060	Jun-11	<input checked="" type="checkbox"/>	\$ 788,458.00	The work includes the installation of new fencing, resurfacing 3 existing tennis courts, 2 existing racketball courts, new court lighting, new volleyball court, rehabilitation of 2 existing parking lots to include drainage, new lightning prediction system, relocation of exist. bleachers and installation of new pressbox, site landscaping and irrigation.
		<b>Owner: City of Pompano Beach</b> 1201 NE 5th Avenue, Pompano Beach, FL 33060 Contact: Tammy Good/ Project Manager P: 954-786-5512 / tammy.good@copbfl.com <b>Architect: Keith and Schnars, P.A.</b> 6500 North Andrews Avenue, Fort Lauderdale, FL 33309 Contact: C. Michael Oliver, Project Engineer P: 954-776-1616 / moliver@keithandschnars.com				
		<b>Pompano Community Park 2</b> 920 NE 18th Avenue, Pompano Beach, FL 33060	Jun-09	<input checked="" type="checkbox"/>	\$ 4,183,892.00	Work included demolition of existing stadium, clearing and grading existing field and rebuild as a new tournament ball field to include sports lighting, new Football/ Soccer field w/ sports lights, new concession / restroom bldg., new maintenance bldg. with fenced yard, additional parking, landscape & Irrigation.
		<b>Owner: City of Pompano Beach</b> 1201 NE 5th Avenue, Pompano Beach, FL 33060 Contact: Tammy Good/ Project Manager P: 954-786-5512 / tammy.good@copbfl.com <b>Architect: Walters Zackria Associates</b> 6020 SE 1st Street, Fort Lauderdale, FL 33331 Contact: Abbas Zackria / Project Manager P: 954-522-4123 / rswaia@bellsouth.net				

# Scheduling / Cost Controls



## Construction Scheduling

The Principal objective of construction scheduling is to efficiently manage the resources used in the construction process. These resources include labor and supervision, material and supplies, equipment, general condition or jobsite overhead support items, and subcontractors (including material suppliers). The objective of the management effort is to effectively use the resources so as to accomplish the project and its individual activities within the budgeted cost.

The Construction schedule provides the principal measuring tool for evaluating progress. Circumstances and situations encountered in the construction process will affect the work that remains. An accurate updated schedule allows the contractor to identify and evaluate alternative plans in responding to the changes in project conditions that will result in the best project decision.

## Shop Drawing Process

The timeliness of shop drawing submittal and the follow-up of timely approvals is critical for the scheduling flow. The goal is to ensure that all materials and equipment are available when the work for which their required is schedule to happen.

At the start of the Project MBR produces a list of shop drawings which require approval.

For each item we take into consideration the following:

- ✓ How long it takes the subcontractor to prepare shop drawings
- ✓ Delivery dates required for the item
- ✓ How long will the architect need to review the shop drawing
- ✓ What is the lead time

Once this information is gathered, we prepare a shop drawing schedule. Each subcontractor is required by contract to adhere to the shop drawing schedule.

## Monitoring and reporting

Monitoring the progress of individual activities according to the construction schedule and promptly adjusting to changing conditions means maximum savings for the owner.

MBR is capable of making good decisions because the project manager will have good and timely information available. This system of reviewing and recording the cost and production of individual activities and chains of activities usually results in good control of construction time and costs.

**MBR Construction, Inc.** CGC1512261

1020 NW 51<sup>ST</sup> STREET, FORT LAUDERDALE, FL 33309 \* Ph: (954) 486-8404 \* Fax: (954) 486-9579



# Scheduling / Cost Controls



## **Substantiation**

- Project meetings: During design stage there will be meetings with the client after every submittal stage to review their comments and the construction phase, MBR will conduct weekly progress meetings and generate written reports of these meetings

Design Stage Meeting Minutes: These reports will specify date of the meeting, list of attendees and a record of items discussed during the meeting to be noted or resolved. These Issues will be addressed and incorporated in the next submittal.

- Construction Stage Meeting Minutes: These reports will specify date of the meeting, list of attendees and a record of items discussed during the meeting to be noted or resolved. Items to be resolved remain in the meeting minutes as old Business until resolved.

- RFI: All requests for information will be issued to the client's rep in writing even those asked during project meetings will be followed up in writing.

- Logs are a solution to keep a record of:

Shop drawing submittals enabling us to monitor and prevent any delays of long lead items and also allows the client to review and determine that the requirements are met.

- Change orders requested by the client if additional work is required.
- RFI specifying which RFI's have been answered and which are pending. Date issued and date responded.

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## Letter of Interest



City of Pompano  
Purchasing Office  
1190 NE 3<sup>rd</sup> Avenue, Building C  
Pompano Beach, FL 33060

### **P-16-20 Construction Management at Risk Services for Various Park Improvements Projects**

MBR Construction is very interested in providing Construction Management at Risk Services for Various Park Improvement Projects and we certify that we have the qualifications to expediently and efficiently comply with all services described in RFQ P-16-20.

**As to our proximity to this site our office is no further than 10 miles from all the Project sites.**

MBR Construction has engaged highly qualified and responsive team of Professionals with extensive experience in providing Construction Management for similar park projects. MBR Construction has successfully completed or is in the process of completing over 500 Park facilities projects ranging from \$150,000 to \$10,000,000.

MBR Construction is a company recognized for performance and dedication to client service. MBR enjoys an excellent relationship with all Municipalities we've worked with in the past and continue to work for, including the City of Fort Lauderdale, the City of Oakland Park, the City of Sunrise, the City of Boca Raton, the City of Hollywood, the City of Wilton Manors, Town of Lauderdale by the Sea, City of Margate, City of Deerfield Beach, City of Delray Beach, City of Lauderhill, City of Lauderdale Lakes, City of Weston, Cooper City, City of Tamarac, City of Plantation, Broward County Parks and Recreation, Construction Management, and Broward Sheriff's Office, The School Board of Broward County; In addition MBR Construction has also held a Continuing Contract to provide Construction Management Services for Broward County in the form of a unit price agreement.

MBR Construction is ready, available, qualified to work with you on these projects and welcomes the opportunity to work again for the City of Pompano Beach in such a successful program as the Construction Management at Risk Services. We appreciate your consideration and would like to introduce ourselves at a shortlist presentation and specifically explain how we would complete this project.

MBR Construction, Inc.  
FEIN: 65-0373938

Michael R. Boss, President, CGC1512261

**MBR Construction, Inc.** CGC1512261

1020 NW 51<sup>ST</sup> STREET, FORT LAUDERDALE, FL 33309 \* Ph: (954) 486-8404 \* Fax: (954) 486-9579

# Letter of Commitment



City of Pompano  
Purchasing Office  
1190 NE 3<sup>rd</sup> Avenue, Building C  
Pompano Beach, FL 33060

## **P-16-20 Construction Management at Risk Services for Various Park Improvements Projects**

The MBR Construction's Team has considerable experience in both the design and construction industries, enabling their clients to take full advantage of the innovative construction management process. The diverse backgrounds of this team and their open, real, and timely approach combine to form a unique general construction service.

The firm structure revolves around the core team concept to work directly and continuously with each client regardless of what stage the project may be through completion. Staff members are assigned based on their specific relevant experience. Each project approach is tailored to client's objectives. For these specific projects we commit the following team:

Michael R. Boss, GC, Project Executive, brings the team his comprehensive experience with construction and business management gained in South Florida in the past twenty eight years. After graduating from college, Michael worked for his father's construction company working on public works construction, which benefited greatly from the addition of his strong technical and management skills.

Although Michael oversees a team of very highly qualified project managers, he has always been a "hands on" owner and will be the Principal in Charge and point of contact on this contract. Among his many qualifications, it is relevant to mention his extensive experience in leading our team in the coordination and completion of numerous General Construction Projects, Design Build Projects and Construction Management at Risk programs.

Michael has a proven talent for working through the many levels of details necessary for a construction project's success, and gives all clients of MBR Construction an unswerving dedication to service and honesty. In addition the best part of his experience has been gained by building parks throughout Broward County.

Vilma Rodriguez, Project Manager, has a Civil Engineering degree from her country of Venezuela where she worked for a residential building developer for 10 years as a Resident Project Engineer before moving to the United States.

Ms. Rodriguez has twenty five years experience as a project manager 17 of them with MBR Construction, Inc. as a Project manager for municipal, recreational, commercial, and institutional projects. As the project manager she is the primary client liaison, will be part of the design reviews and during the permitting phase of your project will ensure the process moves without a glitch, carefully reviewing documents before submittal. Vilma is very experienced with the permitting process and agency reviews.

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## Letter of Commitment



Once the Sub-contracts are issued she is responsible for managing all the subcontractor's contracts, the flow of all payment applications from sub-contractors, sub-consultants and client, gathering the required documentation for the project and reviews its compliance.

During the construction phase, she will be responsible for keeping a file and maintaining the flow of all project records, including as-builts, construction testing reports, inspection logs, and weekly reports, and ensuring that they are kept up to date by the Project Superintendent. Vilma is also responsible for schedule controls by maintaining schedules up to date, ensuring timeliness of the shop drawings submittal process, keeping all logs and meeting minutes updated, managing the flow of all RFI's, and correspondence between MBR Construction and client, subcontractors and sub-consultants.

During the final stage of the project he will be responsible for putting together a complete close out package that includes all projects operational and maintenance manuals, warranties, Architectural and Civil As-builts, Final survey, final inspection reports, certificate of occupancy and any other documentation required.

For the Anne Gillies Park Renovations project we will designate Leon Woloch as the Project Superintendent; he is known as an outstanding contractor, spending much of his time out in the field building quality structures that will stand the test of time. He has many years of hands-on experience in residential, commercial and 10 years with MBR Construction as a superintendent projects in South Florida. These experiences have contributed to his intimate knowledge of construction techniques, which combined with his dedication to professional project supervision, helps MBR Construction complete projects on time and within the agreed-upon budget.

For the Backyard project we will designate Aran Castillo as the project Superintendent; he is known as an outstanding leader, spending all of his time out in the field leading our site work crews. Aran Castillo holds an Architectural Degree from Universidad Central de Venezuela; He has 15 years of hands-on experience developing Parks and on projects related to streetscapes and road construction for MBR Construction. These experiences have contributed to his intimate knowledge of construction techniques, which combined with his dedication to professional project supervision, helps MBR Construction complete projects on time and within the agreed-upon budget.

MBR Construction is ready, available, committed and qualified to work with you on these projects and welcomes the opportunity to work again for the City of Pompano Beach in such a successful program as the Construction Management at Risk Services.

MBR Construction, Inc.  
FEIN: 65-0373938

Michael R. Boss, President, CGC1512261

**MBR Construction, Inc.** CGC1512261

1020 NW 51<sup>ST</sup> STREET, FORT LAUDERDALE, FL 33309 \* Ph: (954) 486-8404 \* Fax: (954) 486-9579

# Statement of Skills and Experience of Project Team



The MBR Construction's Team has considerable experience in both the design and construction industries, enabling their clients to take full advantage of the innovative construction management process. The diverse backgrounds of this team and their open, real, and timely approach combine to form a unique general construction service.

The firm structure revolves around the core team concept to work directly and continuously with each client regardless of what stage the project may be through completion. Staff members are assigned based on their specific relevant experience. Each project approach is tailored to client's objectives and we propose the following team to complete your projects:

Michael R. Boss, GC, Project Executive, brings the team his comprehensive experience with construction and business management gained in South Florida in the past twenty-eight years. After graduating from college, Michael worked for his father's construction company working on public works construction, which benefited greatly from the addition of his strong technical and management skills.

Although Michael oversees a team of very highly qualified project managers, he has always been a "hands on" owner and will be the Principal in Charge and point of contact on this contract. Among his many qualifications, it is relevant to mention his extensive experience in leading our team in the coordination and completion of numerous General Construction Projects, Design Build Projects and Construction Management at Risk programs.

Michael has a proven talent for working through the many levels of details necessary for a construction project's success and gives all clients of MBR Construction an unswerving dedication to service and honesty. In addition, the best part of his experience has been gained by building parks throughout Broward County.

Vilma Rodriguez, Project Manager, has a Civil Engineering degree from her country of Venezuela where she worked for a residential building developer for 10 years as a Resident Project Engineer before moving to the United States.

Ms. Rodriguez has twenty-five years' experience as a project manager 17 of them with MBR Construction, Inc. as a Project manager for municipal, recreational, commercial, and institutional projects. As the project manager she is the primary client liaison, will be part of the design reviews and during the permitting phase of your project will ensure the process moves without a glitch, carefully reviewing documents before submittal. Vilma is very experienced with the permitting process and agency reviews.

Once the Sub-contracts are issued, she is responsible for managing all the subcontractor's contracts, the flow of all payment applications from sub-contractors, sub-consultants and client, gathering the required documentation for the project and reviews its compliance.

During the construction phase, she will be responsible for keeping a file and maintaining the flow of all project records, including as-builts, construction testing reports, inspection logs, and weekly reports, and ensuring that they are kept up to date by the Project Superintendent. Vilma is also responsible for schedule controls by maintaining schedules up to date, ensuring

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# Statement of Skills and Experience of Project Team



timeliness of the shop drawings submittal process, keeping all logs and meeting minutes updated, managing the flow of all RFI's, and correspondence between MBR Construction and client, subcontractors and sub-consultants.

During the final stage of the project he will be responsible for putting together a complete close out package that includes all projects operational and maintenance manuals, warranties, Architectural and Civil As-builts, Final survey, final inspection reports, certificate of occupancy and any other documentation required.

Ed Broccoli, Head Estimator, Will oversee the value engineering and estimating at all stages of the project to ensure the project schedules and budgets are met. During the Design phase he will review all drawings. Once a permit is issued, he will oversee the bidding; also, will lead coordination meetings with the project team to review all bids for completeness of scope and perform detail analyses to compare and determine the competitiveness of the bids. Once completed, these analyses are reviewed with the client and a decision is made of which subcontractors are best qualified to perform the work and meet the project budget.

Leon Woloch, Project Superintendent, is known as an outstanding contractor, spending much of his time out in the field building quality structures that will stand the test of time. He has many years of hands-on experience in residential, commercial and 10 years with MBR Construction as a superintendent projects in South Florida. These experiences have contributed to his intimate knowledge of construction techniques, which combined with his dedication to professional project supervision, helps MBR Construction complete projects on time and within the agreed-upon budget.

Aran Castillo, Site Superintendent, is known as an outstanding leader, spending all his time out in the field leading our site work crews. Aran Castillo holds an Architectural Degree from Universidad Central de Venezuela; He has 15 years of hands-on experience developing Parks and on projects related to streetscapes and road construction for MBR Construction. These experiences have contributed to his intimate knowledge of construction techniques, which combined with his dedication to professional project supervision, helps MBR Construction complete projects on time and within the agreed-upon budget. Since Tracy started with MBR Construction 25 years ago he has already completed over 100 projects with our firm, he has been with MBR Construction, Inc. since it was founded in 1992.

The MBR Construction team provides a powerful combination of knowledge, talent and skill to their clients, based on the principle of dedication to unmatched client service and integrity to the entire General Contracting process.

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## RESUMES OF KEY PERSONNEL



### **MICHAEL R. BOSS, General Contractor, Florida CGC1512261**

**CERTIFICATIONS:** *Osha 30 hours Construction*

### **ROLE ON THIS PROJECT: PRINCIPAL/PROJECT DIRECTOR**

Michael Boss is President and one of the founders of MBR Construction. He has an extensive background in construction, with over 35 years experience in South Florida and is currently the Principal in Charge and a licensed General Contractor for MBR Construction.

Although Michael oversees a team of very highly qualified project managers, he has always been a “hands on” owner and will be the Project Manager and point of contact on this project. Michael’s main priority on this project will be to maintain a tight schedule, and that throughout the project construction phase, the Utilities Department staff and operations are minimally impacted by the construction activities.

Among his many qualifications, it is relevant to mention his extensive experience in leading our team in the coordination and completion of numerous Design Build Projects. Michael has a proven talent for working through the many levels of details necessary for a construction project’s success, and will give you an unswerving dedication to service and honesty.

### **SIMILAR PROJECT EXPERIENCE:**

#### **1998 to 2016 - Broward County Parks & Recreation**

\$2 million **Design Build** Sunview and Tree Tops Park Improvements.

\$7 million **Design Build** Long Key Nature Center and Maintenance Building

\$10 million **Design Build** District 2 Renovations for Quiet Waters Park, Tradewinds Park, North Broward Park and Deerfield Island

\$3 million **Design Build** Miramar Pinelands Natural Area

\$7 million Vista View Park Expansion

#### **2009 to 2015 - City of Pompano Beach**

Pompano Community Park Fazes 2 and 3 Improvements, Mitchell Moore and Cresthaven Park Improvements, Palm Aire Park.

#### **2000 to 2015 - City of Fort Lauderdale**

Lincoln Park, Riverwalk South Regional Park, Peter Feldman Park, Bill Keith Preserve Renovations , Fort Lauderdale Beach Park, Harbordale Park, South Middle River Park, Floyd Hull Stadium Facility Improvements, Flagler Greenway Trail, NE 15<sup>th</sup> Street Boat Launch and Marine Complex.

#### **2000 to 2016 - City of Sunrise**

\$4.2 million Construction services for Cypress Preserve and Oak Hammock Passive Parks to build two new passive park sites.

*Shotgun Road and Panther Parkway Linear Park, Sunrise Roller Hockey Complex, Sunrise Civic Center Family Pool, Sunrise Athletic Center*

#### **2007 to 2017 - City of Wilton Manors**

\$1.6 million **Design Build** Richardson Historic Park

\$1.8 million Design Build Services for Mickel Park Renovations

#### **2015 - City of Weston**

*\$1.9 million Peace Mound Park Improvements*

#### **2016 – 2017 City of Deerfield**

*Quiet Waters Athletic Park*

*\$3.7 million, Construction of the new Sullivan Park*



## RESUMES OF KEY PERSONNEL



### Vilma Rodriguez

**POSITION:** PROJECT MANAGER

**EDUCATION:** Bachelor Degree in Civil Engineering

**CERTIFICATIONS:** 2016 - Osha 30 hours Construction

**EXPERIENCE:** Ms. Rodriguez has twenty five years experience as a project manager 15 of them with MBR Construction, Inc. as a Project manager for municipal, recreational, commercial, and institutional projects. As the project manager she is the primary client liaison, during phase I Vilma will coordinate the construction documents with the existing site conditions, will coordinate with MBR Construction, Inc. estimating/value engineering team to provide a GMP and cost estimates/value engineering suggestions at various phases of the design process, will be part of the design reviews and during the permitting phase of your project will ensure the process moves without a glitch, carefully reviewing documents before submittal. Vilma is very experienced with the permitting process and agency reviews.

Once the Sub-contracts are issued she is responsible for managing all the subcontractor's contracts, the flow of all payments applications and related paperwork from sub-contractors, sub-consultants and client, gathering the required documentation for the project and reviews its compliance.

During the construction phase, she will be responsible for keeping a file and maintaining the flow of all project records, including as-builts, construction testing reports, inspection logs, and weekly reports, and ensuring that they are kept up to date by the project superintendent. Vilma is also responsible for schedule controls by maintaining schedules up to date, ensuring timelines of the shop drawings submittal process, keeping all logs and meeting minutes updated, managing the flow of all RFI's, and correspondence between MBR Construction and client, sub-contractors and sub-consultants.

During the final stage of the project she will be responsible for putting together a complete close out package that includes all projects operational and maintenance manuals, warranties, Architectural and Civil As-builts, final survey, final inspection reports, certificate of occupancy and any other documentation required.

### **PROJECT SIMILAR EXPERIENCE:**

1998 to 2014 - **Broward County Parks & Recreation**

\$10 million Design Build District 2 Renovations for Quiet Waters Park, Tradewinds Park, North Broward Park and Deerfield Island Park (includes Quiet Waters Park Maintenance Building).

\$7 million Design Build Long Key Nature Center and Maintenance Building

\$2 million Design Build Sunview and Tree Tops Park Improvements.

Fern Forest Nature Center structural Repairs, Hollywood North Beach Carpenter House Renovations, Vista View Park Expansion.

2008 to 2014 - **Broward County Sheriff's Office**



## RESUMES OF KEY PERSONNEL

Continuing Design Build Services for Broward Sheriff's Office include: Juvenile Assessment Center Renovation, Pompano Jail Renovations, Headquarters Building Renovations, Internal Affairs Bureau Renovations, Tactical Training Center Renovations, and Cooper City Sub-station Renovations.

2012 to 2013 - **Village of Wellington**

\$3.4 million Boys and Girls Club Building  
Jason Hanchuck, Project Manager  
(561) 818-1935 / [jhanchuck@wellingtonfl.gov](mailto:jhanchuck@wellingtonfl.gov)

2009 to 2011 - **City of Pompano Beach**

Construction services for **Palm Aire Park** included the construction of a new neighborhood park, work includes: 2 playgrounds, exercise areas, 6 tennis courts, 2 bocce ball courts, 2 full hands ball courts, 1 full basketball court, 1 sand volleyball court, 1 restroom building, site utilities, site lighting, sidewalks, landscape, irrigation, parking lot, site furnishings, an entrance park sign, lightning warning system.  
Alessandra Delfico, PE, City Engineer  
(954) 786-4144/[alessandra.delfico@copbfl.com](mailto:alessandra.delfico@copbfl.com)

2000 to 2011 - **City of Fort Lauderdale**

Second Street Corridor Improvements, NE 33<sup>rd</sup> Avenue Neighborhood Improvements, Lincoln Park, Sunset Memorial Gardens, Riverwalk South Regional Park, 2<sup>nd</sup> Street Corridor Improvements, Peter Feldman Park, Fort Lauderdale Beach Park

2000 to 2015 - **City of Sunrise**

\$4.2 million Construction services for Cypress Preserve and Oak Hammock Passive Parks to build two new passive park sites.  
David Abderhalden, Senior Project Manager,  
(954) 572-2264/[dabderhalden@sunrisefl.gov](mailto:dabderhalden@sunrisefl.gov)

\$5 million Construction services for Sunrise Multipurpose Center. Work included the all site work and utilities associated to construction of a new 20,148 SF Multipurpose Center.  
Robert Romeo, Utilities Department Project Manager  
(954) 888-6060 / [rromeo@sunrisefl.gov](mailto:rromeo@sunrisefl.gov)

Sunrise Athletic Complex Improvements, Sunrise Lakes Entry Features, Pine Island Road Streetscape, Sunset Strip Neighborhood Park, Sunrise Neighborhood Participation Program.

2007 to 2016 - **City of Wilton Manors**

\$1.4 million Design Build Mickel Park Renovation  
Patrick Cann, CPRP, Leisure Services Director  
(954) 390-2130 / [pcann@wiltonmanors.com](mailto:pcann@wiltonmanors.com)  
\$7.2 million Design Build City Hall and Police Station,  
\$1.6 million Design Build Richardson Historic Park

# RESUME OF CONSTRUCTION MANAGER

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## **Leon Woloch, Construction Manager**

**CERTIFICATIONS:** National Safety Compliance-Construction Safety Training Courses  
 2016 - Osha 30 hours Construction

**EXPERIENCE:** Leon Woloch is one of our most valued Construction Managers. He has an extensive background in construction with over 15 years experience in South Florida and 13 years working for MBR Construction, Inc.

Before working for MBR Construction, Leon worked as one of the superintendents working to construct the Sawgrass Mills, and he also completed three new bank buildings for the First America Bank.

The bulk of his experience with MBR Construction has been a combination of Design Bid Build and Design Build Services and his skills, his hands on approach and his firsthand knowledge of construction have made all his projects successful ones.

Mr. Woloch takes pride in his ability to control the quality of the work and puts high priority on the project schedule. Job safety is also high on his list of priorities, and he maintains weekly construction safety training meetings.

Another one of his many good qualities is the cleanliness of his job site and this is one that most clients notice and praise.

## **SIMILAR PROJECT EXPERIENCE AND SPECIFIC REFERENCES:**

### **Broward County Parks & Recreation**

2008 / \$7 million **Design Build** Long Key Nature Center (20,000 SF new construction)

2007 / Tradewinds Park Administration Building (5,000 SF new construction, LEED Certified)

Project Engineer, Marty Gross, (954) 577-4646 / [mgross@broward.org](mailto:mgross@broward.org)

### **City of Wilton Manors**

2009 / \$7.3 million **Design Build** Wilton Manors City Hall & Police station (35,000 SF new constructions)

David Archacki/ Director of Public Services, (954) 390-2190 / [darchacki@wiltonmanors.com](mailto:darchacki@wiltonmanors.com)

### **Village of Wellington**

2012 / \$3.6 million Wellington Boys and Girls Club (23,000 SF new construction)

### **City of Plantation**

2013 / **Design Build** Services for the Deicke Auditorium Building Renovations.

Adnan "Danny" Ezzedine/ Project Director, (954) 797-2256 / [dezzedine@plantation.org](mailto:dezzedine@plantation.org)

### **Broward Health**

2015 / \$2 million CHS Healthcare for the Homeless Clinic (14,000 SF new construction)\_and CHS Specialty Care Center Interior Renovations.

Richard Polemeni, Director Design and Construction, (954) 355-5979 / [rpolemeni@browardhealth.org](mailto:rpolemeni@browardhealth.org)

### **City of Sunrise**

2016 \$4.2 million Construction services for Cypress Preserve and Oak Hammock Passive Parks to build two new passive park sites.

2017 / \$5.8 million Flamingo Park Improvements

### **City of Tamarac**

2019 / \$3.8 million **Design Build** Waters Edge Park (New Development)

# LICENSE CERTIFICATES



## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: M B R CONSTRUCTION CO INC  
Business Name:

Receipt #: 180-8690  
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: MICHAEL RONALD BOSS  
Business Location: 1020 NW 51 ST  
FT LAUDERDALE  
Business Phone: 954-486-8404

Business Opened: 11/10/2008  
State/County/Cert/Reg: CGC1512261  
Exemption Code:

Rooms      Seats      Employees      Machines      Professionals

9

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MICHAEL RONALD BOSS  
1020 NW 51 ST  
FORT LAUDERDALE, FL 33309

Receipt #WWW-18-00176385  
Paid 07/02/2019 27.00

2019 - 2020



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

### CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BOSS, MICHAEL RONALD**

MBR CONSTRUCTION INC  
1020 NW 51 STREET  
FORT LAUDERDALE FL 33309

LICENSE NUMBER: CGC1512261

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## **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.**

5/20/2020

(Date)

MBR Construction, Inc.

(Name of Firm)

BY: \_\_\_\_\_

(Name)

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

Solicitation Number & Title: P-16-20 CMAR Services for Various Park Improv. Projects Prime Contractor's Name: MBR Construction, Inc.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Material to be Purchased	Contract Amount or %
Pilot Steel, 1950 W Copans Rd.,	Neil (954) 978-3615	Reinforcing steel supplier	TBD
M&M Concrete Pumping, 200 NW 33rd St.	(954) 975-4000	Concrete Pumping	TBD
Triple Nickle Paving, 1300 NW 18th St.	(954) 971-0984	Asphalt Paving	TBD
Hoover Pumping Sys., 2801 N Powerline Rd.	(800) 548-1548	Irrigation Material Supplier	TBD
Eastcoast Testing Eng., 4100 N Powerline Rd.	(954) 972-7645	Engineering / Testing	TBD
Tropic Fence, 1864 NW 21st St.	(954) 978-1250	Fencing and railings	TBD
Compass Point Surveyors, 3195 N Powerline Rd.	(954) 332-8181	Surveying	TBD

LOCAL BUSINESS EXHIBIT "A"



P-16-20  
City of Pompano Beach Local Business  
Participation Bidding Commitment  
Assurance Letter

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I Michael R. Boss, on behalf of the MBR Construction, Inc hereby agree to engage in good faith effort solicitation of Local firms to achieve and exceed the project 20% goals as indicated in the T1/T2 form.

MBR Construction, Inc. will keep a log that includes business name, address, trade and results of contact with Local Small Business subcontractors regarding prospective bid opportunity.

MBR Construction, Inc. may count toward its Local business participation goals expenditures for materials, suppliers and manufacturers, provided that the Local firm assumes the actual and contractual responsibility for the provision of the materials and supplies.

MBR Construction, Inc. will solicit in writing with enough time, invite, advertise in at least one local publication of the bid opportunity, encourage and assist in any way the participation of Local Businesses in its procurement activities for the RFQ P-16-20 projects. We will remain dedicated to this goal and will negotiate in good faith in all our business transaction/and contractual agreements.

Respectfully,

MBR Construction, Inc.

Michael R. Boss, President

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

**PROJECT TEAM**

RFQ NUMBER P-26-19

Federal I.D.# 65-037938

**PRIME**

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>Michael R. Boss</u>	<u>35</u>	<u></u>
Project Manager	<u>Vilma Rodriguez, PE</u>	<u>28</u>	<u></u>
Asst. Project Manager	<u>Yairis Bolano</u>	<u>6</u>	<u></u>
Other Key Member	<u>Edward Broccoli, Estimator</u>	<u>18</u>	<u></u>
Other Key Member	<u>Leon Woloch, Construction Mgr</u>	<u>25</u>	<u></u>

**SUB-CONSULTANT**

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

(use attachments if necessary)

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

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