



MEMORANDUM

MEMO TO: City Commission

THROUGH: Dennis W. Beach
Kim Briesemeister
Chris Brown

FROM: Peter Flotz
Owner's Representative
Lansing Melbourne Group, LLC

COPY TO: Adriane Esteban
Horacio Danovich
Rob McCaughan
Alessandra Delfico
Greg Harrison
Phyllis Korab
Suzette Sibble

DATE: May 12, 2015

SUBJECT: Design/Build Services for the New Beach Parking Garage
RFP T-16-14
Recommended GMP Contract Amendment

The City issued a design build solicitation early last year to deliver a new parking garage at the Pier, on the northwest corner of the existing surface parking lot. Firms submitted qualifications in the first step of the solicitation, and on February 25th, 2014 the Commission approved a short list of three firms. Those firms then were invited to respond to an RFP issued as the second step, submitting technical and price proposals, and all three responded. On May 27, 2014 the Selection/Evaluation Committee met and recommended a ranking order with Kaufman Lynn Construction Inc. as the highest ranked firm. On June 24, 2014 the Commission approved the ranking and directed staff to negotiate a contract with the highest ranked firm. On September 23, 2014 the Commission approved the design build contract and approved an initial budget of

\$1,213,573 to undertake the design and entitlements, and directed the team to return with a firm Guaranteed Maximum Price to complete the project.

As owner's representative, we have led the negotiations for the GMP amendment, assisted by City's outside counsel, Peter Brandt. Counsel prepared a design-build amendment (Exhibit A) utilizing the most recent version of the American Institute of Architects form A141, which is a Design-Build Agreement specifically designed for projects which anticipate a Guaranteed Maximum Price. The AIA recently updated this form of contract just this year. This form of Agreement contemplates a two step approach to the delivery of the project. The previously approved action authorized the first step, which contained sufficient budget to obtain 100 percent complete design documents, proceed through a public review and approval process (entitlements), obtain permits, and develop a final price. The design-builder is then required to deliver a Guaranteed Maximum Price that reflects the final construction documents, which we are now bringing forth for review and approval by the Commission.

Since the approval of the first step, a robust public involvement process has been undertaken to solicit input from residents and stakeholders. The design concepts have been presented in a number of DRC, P&Z, AARC, ECRA Advisory Board, ECRA, and City Commission meetings. In addition, LMG has been working with the Finance Director to develop final revenue projections and alternatives for capital sources to pay for the construction. We recently obtained credit ratings for the project from the three major ratings agencies that were above our expectations. The two-step process, along with the City's strong fiscal policies afforded confidence to the rating agencies and it is hopeful that this will ultimately result in lowered borrowing costs. The Parking Enterprise Fund funded from reserves to pay for the design costs, as well as owner's representative costs of \$283,750.

The original proposal as offered currently includes a number of alternates that total \$16,669,487 for the garage itself and \$949,634 for Pier Street (total of \$17,619,121), which we recommended for acceptance. The Step 2 contract amount recommended for approval is \$18,871,885 for the garage itself and \$881,475 for Pier Street, or a total of \$19,753,360. The Commission package includes the alternates that were evaluated through the course of the last nine months that were generated by the public review process and the permitting process. The GMP includes a payment and performance bond, builders risk insurance, all the originally selected alternates (demolition and site prep, fifth level, etc.) along with items added during the design process such as: precast corners, glass curtain walls at the elevator tower and glass backed elevators, LED lights for the sails, open stair towers, tourism office build out, redundant sand separators for the drainage system, CPTED recommended design elements, white cement with sandblast finish, security cameras, new water mains, and site preparation for the development pads.

Not included in the GMP, but recommended by LMG for approval as budget allowances under the control of the owner's rep until final pricing is obtained, are the following:

Abandoned Lift Station Removal at elevator tower	\$33,000
Monument Signage and Fish Logo	\$160,000
Pier Street Extension West of A1A to Riverside Dr.	\$730,000
Traffic Signal at Pier Street	\$430,000

These items were either added at a late date by request of City/CRA staff or are unknown to the point that definitive pricing cannot be obtained yet. LMG concurs that these are reasonable allowances. We would proceed with further design or pricing until such time that we could obtain definitive pricing within the GMP and then execute a change order to include them in the contractor's scope or eliminate them if they were too costly.

Finally, we are working with the Finance Director to finalize the financing and close the COPS transaction shortly. It is our recommendation that the financing amount include an owner's contingency in the amount of \$750,000 to account for typically encountered items such as final utility connections, scope gap, FFE, minor changes in the work, and otherwise normal and customary expenses in a project such as this.

Encompassing all cost/contingency components, the total **project** amount to be financed is \$22,140,110. Based on current market conditions, current amount to be financed is approximated as follows, which includes costs of issuance (bond counsel, financial advisor fees, trustee fees), underwriter's discount and capitalized interest (funds borrowed to provide coverage for interest expense within 18 months following issuance of the Taxable Certificates of Participation):

<u>Description</u>	<u>Amount</u>
Project Costs	\$22,140,110
Capitalized Interest	1,088,238
Costs of Issuance	155,319
Underwriter's Discount	111,333
Total Amount Financed	<u><u>\$23,495,000</u></u>

Assumed Financing Terms:

Term	25 Years
Interest Rate	4.3%
Average Annual Debt Service	\$1,640,882

Based on these financing parameters, the table below demonstrates sufficient parking revenue capacity to be able to cover the resulting annual rental payments for the proposed Taxable Certificates of Participation Issuance:

Fiscal Year	Existing System Net Revenues (1)	Garage Net Revenues (2)	Total Net Parking Revenues	Projected 2015 COPs Net Debt Service	Projected Debt Service Coverage
2015	500,000		500,000		
2016	500,000	310,390	810,390	538,619	150%
2017	500,000	244,033	744,033	494,945	150%
2018	500,000	764,641	1,264,641	836,120	151%
2019	500,000	1,152,053	1,652,053	1,091,058	151%
2020	500,000	1,596,382	2,096,382	1,383,108	152%
2021	500,000	1,644,274	2,144,274	1,412,191	152%
2022	500,000	1,693,602	2,193,602	1,449,083	151%
2023	500,000	1,744,410	2,244,410	1,478,160	152%
2024	500,000	1,796,742	2,296,742	1,514,384	152%
2025	500,000	1,850,645	2,350,645	1,548,148	152%
2026	500,000	1,906,164	2,406,164	1,584,344	152%
2027	500,000	1,963,349	2,463,349	1,622,677	152%
2028	500,000	2,022,249	2,522,249	1,662,842	152%
2029	500,000	2,082,917	2,582,917	1,704,514	152%
2030	500,000	2,145,404	2,645,404	1,742,357	152%
2031	500,000	2,209,766	2,709,766	1,786,219	152%
2032	500,000	2,276,059	2,776,059	1,830,710	152%
2033	500,000	2,344,341	2,844,341	1,875,881	152%
2034	500,000	2,414,672	2,914,672	1,921,432	152%
2035	500,000	2,487,112	2,987,112	1,972,053	151%
2036	500,000	2,561,725	3,061,725	2,017,211	152%
2037	500,000	2,638,577	3,138,577	2,071,796	151%
2038	500,000	2,717,734	3,217,734	2,120,377	152%
2039	500,000	2,799,266	3,299,266	2,173,251	152%
2040	500,000	2,883,244	3,383,244	2,229,949	152%

- (1) Net current parking revenues based on historical performance**
(2) Based on projections by Lansing Melbourne Group
(Parking Garage Demand Study) for the Garage



City Attorney's Communication #2015-863
April 16, 2015

TO: Adriane Esteban, Project Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – First Amendment for Design Services for the Beach Parking Garage

As requested in your memorandum of April 16, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND KAUFMAN LYNN CONSTRUCTION, INC. FOR DESIGN SERVICES FOR THE BEACH PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.

This item is not to be presented to the City Commission until the City Attorney's office has reviewed and approved the final form of the amendment.


GORDON B. LINN

GBL/jrm
l:cor/cra/2015-863

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND KAUFMAN LYNN CONSTRUCTION, INC. FOR DESIGN SERVICES FOR THE BEACH PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Amendment between the City of Pompano Beach and Kaufman Lynn Construction, Inc. for design services for the beach parking garage, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Kaufman Lynn Construction, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 5th day of May in the year 2015 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Design-Build Services for Beach Parking Garage
SE Corner of A1A and NE 3rd Street
Pompano Beach, Florida

THE OWNER:

(Name, legal status and address)

The City of Pompano Beach, Florida, a political subdivision of the State of Florida
100 West Atlantic Boulevard
Pompano Beach, Florida
Attention: Dennis Beach, City Manager

THE DESIGN-BUILDER:

(Name, legal status and address)

Kaufman Lynn Construction, Inc.
4850 T-Rex Avenue, Suite 300
Boca Raton, Florida 33431
Attention: Benjamin J. Baffer, Vice President

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

[] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs intentionally deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee: The Design-Builder's Fee is defined as including overhead and profit in the sum of One Million One Hundred Nine Thousand Nine Hundred Eighteen Dollars (\$1,109,918.00). The fee on Changes in the Work shall be four (4%) percent of the reimbursable costs of the change order Work.

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Nineteen Million Seven Hundred Fifty Three Thousand Three Hundred Sixty Dollars (\$19,753,360.00) subject to additions and deductions for Alternates accepted and approved by the City Commission prior to the execution of this Design-Build Amendment, and further subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price ("GMP") to be exceeded shall be paid by the Design-Builder without reimbursement to the Owner.

§ A.1.4.3.1.2 The GMP includes all elements of Professional Design Services, Construction Services (including procurement and installation of materials and equipment, except for Owner furnished equipment which shall be installed by Design-Builder if specified in the specifications), Startup, Testing, and all other Work necessary for the performance of Design-Builder's obligations to timely and properly complete the Work, and all costs incurred by Design-Builder in connection therewith, save and except only elements (or costs) that are specifically identified in this Agreement as exclusions from the Work to be performed for the Contract Sum.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See GMP Estimate, Exhibit I hereto attached and made a part hereof.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

See Index of GMP Alternates, Exhibit E hereto attached and made a part hereof.

§ A.1.4.3.4 Unit Prices, if any: Not Applicable.

(Identify item, state the unit price, and state any applicable quantity limitations.)

Init.

Item

Units and Limitations

Price per Unit (\$0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Design-Builder's Clarifications dated April 27, 2015, Exhibit C hereto attached and made a part hereof.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the twenty fifth (25th) day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the tenth (10th) day of the next month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs intentionally deleted)

(Paragraphs deleted)

Init.



§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of ten percent (10%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10%) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§A 1.5.4.2.1 Any reduction in retainage shall be in strict accordance with § 255.078, F.S.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

Init.



ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than *(Paragraphs deleted)*

Three Hundred Sixty Five (365) days from the issuance of the initial permit to Design-Builder by the City in connection with this Project, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

§ A.2.3 If Design-Builder does not achieve Substantial Completion of the Work by the scheduled date of Substantial Completion as may be adjusted as provided for elsewhere in the Contract Documents, the Owner and Design-Builder acknowledge and agree that it would be impractical or extremely difficult to estimate the damages which may be sustained by the Owner. Thus, the parties have determined that a reasonable estimate of the damages that the Owner may sustain for every day beyond the date of Substantial Completion is Five Hundred Dollars (\$500.00) per calendar day which may be assessed by the Owner as liquidated damages, and not as a penalty. Notwithstanding the foregoing, in no event shall Liquidated Damages assessed against Contractor exceed Fifty Percent (50%) of the Contractor's Fee, as set forth herein.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
GMP Drawings	Exhibit A		
Design Builder's Clarifications	Exhibit C		
GMP Estimate	Exhibit I		

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
Specifications Index	Exhibit B		

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
Current Drawings Log	Exhibit A	

§ A.3.1.4 The Sustainability Plan, if any: Not Applicable.

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

5
(Handwritten signature)

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Permitting Allowance (See GMP Estimate, Exhibit I)..

.2 Contingencies

See GMP Estimate, Exhibit I. A Contingency Fund in the amount of Two Hundred Thirty Two Thousand Two Hundred Fifty One Dollars (\$232,251.00) is included in the Guaranteed Maximum Price, and is subject to the following terms and conditions: This Contingency Fund is exclusively reserved to cover Contractor's unanticipated and unforeseen Project conditions not otherwise covered by insurance, inadvertent, non-negligent scope and pricing omissions and errors, and other damages that are sustained by Design-Builder during the estimating, buy-out, and construction process, unless specifically enumerated as non-reimbursable costs of the Work as provided for elsewhere in this Agreement. This Contingency Fund is not to be used for changes in the scope of the Work, which are otherwise provided for in the Contract Documents addressing Change Orders. No draws against the Contingency Fund may be made unless specifically agreed to by the Owner, in writing. There shall be no entitled to overhead, fee and general conditions in connection with any approved payments from the Contingency Fund.

§ A.3.1.6 Design-Builder's assumptions and clarifications: See Exhibit C hereto attached and made a part hereof.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

TBD

.2 Project Manager

Nathan E. Coker

.3 Others

Project Engineer; TBD

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

See Exhibit H hereto attached and made a part hereof.

Init.



ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

Paragraph intentionally deleted.

(Paragraph deleted)

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

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§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

(Paragraph intentionally deleted.)

(Paragraph deleted)

§ A.5.1.5.6 With the Owner's prior written approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

(Paragraphs deleted)

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.1.7.3 Contractor shall not self-perform any portion of the Work without Owner's prior written approval, which shall address the reimbursable fee for Contractor's self-performed work.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and

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- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.
- .8 Costs resulting from failure of Design-Builder or any subcontractor to procure and maintain insurance by the Contract Documents;
- .9 Amounts due by Design-Builder for federal and state income and franchise taxes, and the costs of licenses, fees, taxes, and other charges of a similar nature, required to be obtained or maintained by Design-Builder for the general conduct of its business;
- .10 Costs to replace or pay for lost or stolen machinery or equipment or materials, but only if not covered by Builder's Risk Insurance. Design-Builder may seek to recover replacement cost from insurance, sureties, Subcontractors, suppliers, or other such third parties;
- .11 The cost for any legal, accounting or other professional services except to the extent provided in Article A.5;
- .12 Penalties, fines, or costs imposed by governmental authorities in connection with, or resulting from any violations for noncompliance with laws, regulations, codes, ordinances, or directives by the Design-Builder or any subcontractor, except if the result of specific and written directive by the Owner;
- .13 Costs of any insurance deductibles for coverage furnished and paid by Design-Builder or any Subcontractor and losses or expenses for which the Contractor or any Subcontractor is compensated by insurance.
- .14 Costs associated with the Design-Builder's failure to obtain any and all permits in a timely manner, including, without limitation, the costs of any delays resulting therefrom;
- .15 Costs of accelerating the Work to the extent caused by the negligence or default of the Design-Builder or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Agreement and in strict accordance therewith;
- .16 Overtime costs required to the extent caused by the Design-Builder or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Agreement and in strict accordance with the requirements therein;
- .17 Project incentive bonuses, except as approved by the Owner in writing;
- .18 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to any Subcontractor or vendor shall not be deemed a Cost of the Work without Owner's prior written approval; and
- .19 Any and all costs and or cost overruns, including schedule related costs, resulting from the default and/or termination of a bonded subcontractor and/or material supplier by Design-Builder.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires, in writing, and otherwise in compliance with governing Florida procurement law, that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

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§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

Design-Builder acknowledges that this Agreement is to be administered on an "open book" basis relative to any and financial aspects associated with the performance of the Work hereunder. The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.5.1 Design-Builder shall comply with Florida's public records laws, as more specifically set forth in Section 119.0701 (2), F.S."

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

§ A.5.7 Lump Sum General Conditions Costs

Design-Builder shall be paid the stipulated lump sum amount of One Million One Hundred Sixty Six Thousand Two Hundred Sixty Two Dollars (\$1,166,262.00) for General Conditions associated with its performance of the Work, which amount is included within the GMP. This amount shall be paid to Design-Builder in the same manner as the Design-Builder's Fee pursuant to §A.1.5. Design-Builder's General Conditions, as set forth in Exhibit J hereto attached and made a part hereof, shall be adjusted to the extent that a Change Order results in a reduction or compensable extension of the critical path activities of the Work. Design-Builder's staffing, and project management including the VP of Operations, Project Manager, Project Engineer, Project Accountant, will be consistent with the staffing plan submitted as set forth in Exhibit G. Should additional staffing and other General Conditions costs be required to maintain the Project Schedule, such additional staffing and other General Conditions costs shall be furnished without an increase in the Lump Sum General Conditions Costs. Design-Builder's Lump Sum General Conditions shall not be subject to audit. Design-Builder's Lump Sum General Conditions shall be paid in twelve (12) equal monthly installments, and included in the progress and final payment requisitions.

Init.

This Amendment to the Agreement entered into as of the day and year first written above.

City of Pompano Beach, Florida

Witnesses:

By: _____

(Row deleted)

Lamar Fisher, Mayor

By: _____

Dennis Beach, City Manager

Attest:

Asceleta Hammond, City Clerk
(SEAL)

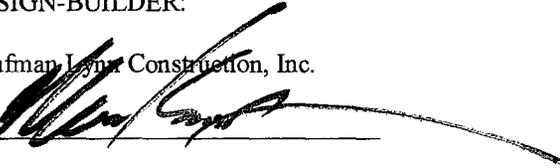
Approved by:

Gordon B. Linn, City Attorney

(Row deleted)

DESIGN-BUILDER:

Kaufman Lynn Construction, Inc.

By:  _____

Its CEO _____

Init.





Kaufman Lynn Construction, Inc.
 4850 T-Rex Avenue Suite 300
 Boca Raton, Florida 33431
 561-361-6700

Job #: 1012 Pompano Beach Parking Garage
 A1A and NE 3rd Street
 Pompano Beach Florida.

EXHIBIT A

Current Drawings

Drawing #	Drawing Title	Revision #	Drawing Date	Set
Architectural				
A1.01	Site Plan	2	04/20/2015	GMP Final 04/20/15
A1.02		1	04/20/2015	GMP Final 04/20/15
A2.01	FIRST FLOOR PLAN	2	04/20/2015	GMP Final 04/20/15
A2.02	SECOND FLOOR	2	04/20/2015	GMP Final 04/20/15
A2.03	THIRD FLOOR PLAN	2	04/20/2015	GMP Final 04/20/15
A2.04	FOURTH FLOOR	2	04/20/2015	GMP Final 04/20/15
A2.05	FIFTH FLOOR PLAN	2	04/20/2015	GMP Final 04/20/15
A2.06	ROOF PLAN	1	04/20/2015	GMP Final 04/20/15
A3.01	ELEVATIONS	2	04/20/2015	GMP Final 04/20/15
A3.02	ELEVATIONS	2	04/20/2015	GMP Final 04/20/15
A3.03	Northeast Street View Rendering	0	02/17/2015	DRC Resubmittal 02/17/15
A3.04	Northwest Street View Rendering	0	02/17/2015	DRC Resubmittal 02/17/15
A4.01	ENLARGED BATHROOM PLAN & ELEVATIONS	1	04/20/2015	GMP Final 04/20/15
A4.02	SOUTHEAST STAIR PLANS & SECTIONS	1	04/20/2015	GMP Final 04/20/15
A4.03	NORTHWEST STAIR ENLARGED PLANS & SECTIONS	1	04/20/2015	GMP Final 04/20/15
A4.04	ELEVATOR PLAN & SECTION	1	04/20/2015	GMP Final 04/20/15
A4.05	ENTRY STAIR ENLARGED PLANS & SECTIONS	0	04/20/2015	GMP Final 04/20/15
A6.01	FIRST FLOOR 2 REFLECTED CEILING PLAN	1	04/20/2015	GMP Final 04/20/15
A6.02	SECOND FLOOR REFLECTED CEILING PLAN	1	04/20/2015	GMP Final 04/20/15
A6.03	THIRD FLOOR REFLECTED CEILING PLAN	1	04/20/2015	GMP Final 04/20/15
A6.04	FOURTH FLOOR REFLECTED CEILING PLAN	1	04/20/2015	GMP Final 04/20/15
A6.05	FIFTH FLOOR REFLECTED CEILING PLAN	0	04/20/2015	GMP Final 04/20/15
A7.01	SECTIONS - BUILDING	2	04/20/2015	GMP Final 04/20/15
A7.02	SECTION - PARTIAL	2	04/20/2015	GMP Final 04/20/15
A7.03	PARTIAL	1	04/20/2015	GMP Final 04/20/15
A7.04	PARTIAL SECTIONS	1	04/20/2015	GMP Final 04/20/15
A8.03	DETAILS	1	04/20/2015	GMP Final 04/20/15
A8.04	GENERAL DETAILS	0	04/20/2015	GMP Final 04/20/15
A9.01	DOOR SCHEDULE & DETAILS	1	04/20/2015	GMP Final 04/20/15
A9.02	ENLARGED STOREFRONT PLANS	1	04/20/2015	GMP Final 04/20/15
A9.03	ENLARGED STOREFRONT PLANS & ELEVATIONS	1	04/20/2015	GMP Final 04/20/15
A9.04	DOOR AND WINDOW DETAILS	1	04/20/2015	GMP Final 04/20/15
A9.20	FIRST FLOOR FINISH PLAN	1	04/20/2015	GMP Final 04/20/15
CS	Cover Sheet	0	02/17/2015	DRC Resubmittal 02/17/15
CS.1	Cover Sheet	1	04/20/2015	GMP Final 04/20/15
E2.04b	PARTIAL FOURTH FLOOR ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
Civil				
CD-101	SITE DEMOLITION PLAN	2	04/20/2015	GMP Final 04/20/15
CG-101	EROSION CONTROL PLAN	2	04/20/2015	GMP Final 04/20/15
CM101	PRELIMINARY PAVEMENT MARKINGS & SIGNAGE PLAN	0	04/20/2015	GMP Final 04/20/15
CM-101	Preliminary Pavement Markings & Signage Plan	1	04/03/2015	GMP Set 04/03/15
CP-100	MASTER PAVING, GRADING, AND DRAINAGE PLAN	1	04/20/2015	GMP Final 04/20/15



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 561-361-6700

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Drawing #	Drawing Title	Revision #	Drawing Date	Set
CP-101	PAVING, GRADING & DRAINAGE PLAN	2	04/20/2015	GMP Final 04/20/15
CP-501	CONSTRUCTION DETAILS	2	04/20/2015	GMP Final 04/20/15
CP-502	CONSTRUCTION DETAILS	2	04/20/2015	GMP Final 04/20/15
CP-503	CONSTRUCTION DETAILS	2	04/20/2015	GMP Final 04/20/15
CP-504	BCTED STANDARD DETAILS	2	04/20/2015	GMP Final 04/20/15
CP-505	FDOT STANDARD DETAILS	1	04/20/2015	GMP Final 04/20/15
CP-506	FDOT STANDARD DETAILS	1	04/20/2015	GMP Final 04/20/15
CP-507	FDOT STANDARD DETAILS	1	04/20/2015	GMP Final 04/20/15
CP-508	FDOT STANDARD DETAILS	1	04/20/2015	GMP Final 04/20/15
CS.2	CIVIL COVER SHEET	2	04/20/2015	GMP Final 04/20/15
CU-100	MASTER WATER & SEWER PLAN	1	04/20/2015	GMP Final 04/20/15
CU-101	WATER & SEWER PLAN	2	04/20/2015	GMP Final 04/20/15
CU-301	UTILITY CROSSINGS & SANITARY SEWER PLAN	1	04/20/2015	GMP Final 04/20/15
CU-501	WATER & SEWER DETAILS	2	04/20/2015	GMP Final 04/20/15
CU-502	WATER & SEWER DETAILS	2	04/20/2015	GMP Final 04/20/15
CU-503	WATER & SEWER DETAILS	2	04/20/2015	GMP Final 04/20/15
CU-504	WATER & SEWER DETAILS	2	04/20/2015	GMP Final 04/20/15
CU-505	WATER & SEWER DETAILS	2	04/20/2015	GMP Final 04/20/15
CU-506	Water & Sewer Details	1	04/20/2015	GMP Final 04/20/15
TS	Topographic Survey	0	02/17/2015	DRC Resubmittal 02/17/15
TS.1	Topographic Survey	1	04/20/2015	GMP Final 04/20/15
Electrical				
E1.00	DEMOLITION ELECTRICAL SITE PLAN	0	04/20/2015	GMP Final 04/20/15
E1.01	ELECTRICAL SITE PLAN	1	04/20/2015	GMP Final 04/20/15
E2.01a	PARTIAL FIRST FLOOR ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
E2.02a	PARTIAL SECOND FLOOR ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
E2.02b	PARTIAL SECOND FLOOR ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
E2.03a	PARTIAL THIRD FLOOR ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
E2.03b	PARTIAL THIRD FLOOR PHOTOMETRICS PLAN	1	04/20/2015	GMP Final 04/20/15
E2.04a	PARTIAL FOURTH FLOOR ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
E2.05a	PARTIAL ROOF ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
E2.05b	PARTIAL ROOF ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
E2.06a	PARTIAL ROOF ELECTRICAL PLAN	0	04/03/2015	GMP Set 04/03/15
E2.06b	PARTIAL ROOF ELECTRICAL PLAN	0	04/03/2015	GMP Set 04/03/15
E3.01	POWER RISER DIAGRAM	1	04/20/2015	GMP Final 04/20/15
PM-1	Photometric Plan - Ground Floor	0	02/17/2015	DRC Resubmittal 02/17/15
PM-2	Photometric Plan - Second Floor Plan (Typical)	0	02/17/2015	DRC Resubmittal 02/17/15
PM-3	Photometric Plan - Roof Plan	0	02/17/2015	DRC Resubmittal 02/17/15
Fire Protection				
E2.01b	PARTIAL FIRST FLOOR ELECTRICAL PLAN	1	04/20/2015	GMP Final 04/20/15
FP2.01a	PARTIAL FIRST FLOOR FIRE PROTECTION	1	04/20/2015	GMP Final 04/20/15
FP2.01b	PARTIAL FIRST FLOOR FIRE PROTECTION PLAN	1	04/20/2015	GMP Final 04/20/15
FP2.02a	PARTIAL SECOND FLOOR FIRE PROTECTION PLAN	1	04/20/2015	GMP Final 04/20/15
FP2.02b	PARTIAL SECOND FLOOR FIRE PROTECTION PLAN	1	04/20/2015	GMP Final 04/20/15
FP2.03a	PARTIAL THIRD FLOOR FIRE PROTECTION PLAN	0	04/20/2015	GMP Final 04/20/15



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Drawing #	Drawing Title	Revision #	Drawing Date	Set
FP2.03b	PARTIAL THIRD FLOOR FIRE PROTECTION PLAN	1	04/20/2015	GMP Final 04/20/15
FP2.04a	PARTIAL FOURTH FLOOR FIRE PROTECTION PLAN	1	04/20/2015	GMP Final 04/20/15
FP2.05a	PARTIAL ROOF FIRE PROTECTION PLAN	1	04/20/2015	GMP Final 04/20/15
FP2-05b	Partial Fifth Floor Fire Protection Plan	0	04/03/2015	GMP Set 04/03/15
FP2.05b	PARTIAL ROOF FIRE PROTECTION PLAN	0	04/20/2015	GMP Final 04/20/15
FTTR - 1.01	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.02	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.03	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.04	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.05	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.06	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.07	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.08	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
FTTR - 1.09	Fire Truck Turn Radius	0	02/17/2015	DRC Resubmittal 02/17/15
Trans - 1	Fire Truck Turn Radius Transmittal	0	02/17/2015	DRC Resubmittal 02/17/15
General				
G1-001	LEGEND, ABBREVIATIONS & SPECIAL NOTES	2	04/20/2015	GMP Final 04/20/15
G1-002	GENERAL CONSTRUCTION NOTES	1	04/20/2015	GMP Final 04/20/15
Interior				
IR-2	IRRIGATION DETAILS	0	04/20/2015	GMP Final 04/20/15
Landscape				
IR-1	IRRIGATION PLAN	1	04/20/2015	GMP Final 04/20/15
IR-1.1	ROOF IRRIGATION PLAN	1	04/20/2015	GMP Final 04/20/15
IR-2	IRRIGATION DETAILS	0	04/03/2015	GMP Set 04/03/15
LD-1	LANDSCAPE DETAILS	2	04/20/2015	GMP Final 04/20/15
LD-2	LANDSCAPE DETAILS	1	04/20/2015	GMP Final 04/20/15
LL-1	LANDSCAPE LIGHTING GROUND LEVEL PLAN	0	04/20/2015	GMP Final 04/20/15
LL-2	LANDSCAPE LIGHTING ROOF PLAN	0	04/20/2015	GMP Final 04/20/15
LN-1	LANDSCAPE NOTES	2	04/20/2015	GMP Final 04/20/15
LP-1	LANDSCAPE PLANTING PLAN	2	04/20/2015	GMP Final 04/20/15
LP-2	LANDSCAPE ROOF PLAN	1	04/20/2015	GMP Final 04/20/15
TD-1	TREE DISPOSITION PLAN	0	04/20/2015	GMP Final 04/20/15
TD- 1	Tree Dispostion Plan	1	04/03/2015	GMP Set 04/03/15
Life Safety				
LS-1.01	LIFE SAFETY PLAN	2	04/20/2015	GMP Final 04/20/15
LS-1.02	UL ASSEMBLIES	2	04/20/2015	GMP Final 04/20/15
LS-1.03	Typical Floor Plan - CPTED	0	02/17/2015	DRC Resubmittal 02/17/15
LS-1.04	Roof Plan - CPTED	0	02/17/2015	DRC Resubmittal 02/17/15
LS-2.01	FIRST FLOOR PLAN - CPTED	1	04/20/2015	GMP Final 04/20/15
LS-2.02	TYPICAL FLOOR PLAN - CPTED	1	04/20/2015	GMP Final 04/20/15
LS-2.03	ROOF PLAN - CPTED	1	04/20/2015	GMP Final 04/20/15
Mechanical				
M0.00	MECHANICAL SCHEDULES	1	04/20/2015	GMP Final 04/20/15
M2.01a	PARTIAL FIRST FLOOR MECHANICAL PLAN	0	04/20/2015	GMP Final 04/20/15
M2.01a	Partial First Floor Mechanical Plan	0	04/03/2015	GMP Set 04/03/15



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M2.01b	PARTIAL FIRST FLOOR MECHANICAL PLAN	1	04/20/2015	GMP Final 04/20/15
M2.02a	PARTIAL SECOND FLOOR MECHANICAL PLAN	1	04/20/2015	GMP Final 04/20/15
M2.02b	PARTIAL SECOND FLOOR MECHANICAL PLAN	1	04/20/2015	GMP Final 04/20/15
M2.03a	PARTIAL THIRD FLOOR MECHANICAL PLAN	0	04/20/2015	GMP Final 04/20/15
M2.03b	PARTIAL THIRD FLOOR MECHANICAL PLAN	0	04/20/2015	GMP Final 04/20/15
M2.04a	PARTIAL FOURTH FLOOR MECHANICAL PLAN	0	04/20/2015	GMP Final 04/20/15
M2.04b	PARTIAL FOURTH FLOOR MECHANICAL PLAN	1	04/20/2015	GMP Final 04/20/15
M2.05a	PARTIAL ROOF MECHANICAL PLAN	0	04/20/2015	GMP Final 04/20/15
M2.05b	PARTIAL ROOF MECHANICAL PLAN	0	04/20/2015	GMP Final 04/20/15
M3.00	MECHANICAL DETAILS	1	04/20/2015	GMP Final 04/20/15
Plumbing				
FP2.04b	PARTIAL FOURTH FLOOR FIRE PROTECTION PLAN	1	04/20/2015	GMP Final 04/20/15
P1.01	PLUMBING SITE PLAN	1	04/20/2015	GMP Final 04/20/15
P2.01a	PARTIAL FIRST FLOOR DOMESTIC WATER PLAN	1	04/20/2015	GMP Final 04/20/15
P2.01b	PARTIAL FIRST FLOOR DOMESTIC WATER PLAN	1	04/20/2015	GMP Final 04/20/15
P2.01c	PARTIAL FIRST FLOOR SANITARY PLAN	1	04/20/2015	GMP Final 04/20/15
P2.01d	PARTIAL FIRST FLOOR SANITARY PLAN	1	04/20/2015	GMP Final 04/20/15
P2.02a	PARTIAL SECOND FLOOR PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
P2.02b	PARTIAL SECOND FLOOR PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
P2.03a	PARTIAL THIRD FLOOR PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
P2.03b	PARTIAL THIRD FLOOR PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
P2.04a	PARTIAL FOURTH FLOOR PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
P2.04b	PARTIAL FOURTH FLOOR PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
P2.05a	PARTIAL ROOF PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
P2.05b	PARTIAL ROOF PLUMBING PLAN	1	04/20/2015	GMP Final 04/20/15
PM-4	PHOTOMETRIC PLAN - SITE	0	04/20/2015	GMP Final 04/20/15
Structural				
S0.01	GENERAL NOTES	1	04/20/2015	GMP Final 04/20/15
S0.02	GENERAL NOTES	1	04/20/2015	GMP Final 04/20/15
S0.03	WIND LOAD PLAN	1	04/20/2015	GMP Final 04/20/15
S0.04	THRESHOLD INSPECTION	1	04/20/2015	GMP Final 04/20/15
S1.01	Foundation Plan	0	04/03/2015	GMP Set 04/03/15
S1.01	Foundation Plan	0	04/20/2015	GMP Final 04/20/15
S1.02	FOUNDATION ENLARGED PLAN	1	04/20/2015	GMP Final 04/20/15
S1.03	Pile, Pile Cap & Grade Beam Details	1	04/20/2015	GMP Final 04/20/15
S1.04	Foundation Details	1	04/20/2015	GMP Final 04/20/15
S1.05	Foundation Details	1	04/20/2015	GMP Final 04/20/15
S2.01	Slab-On-Grade Plan	1	04/20/2015	GMP Final 04/20/15
S2.02	Grade Slab Details	1	04/20/2015	GMP Final 04/20/15
S3.01	Liner Roof Plan	1	04/20/2015	GMP Final 04/20/15
S3.02	2nd Floor Plan	1	04/20/2015	GMP Final 04/20/15
S3.03	3rd Floor Plan	1	04/20/2015	GMP Final 04/20/15
S3.04	4th Floor Plan	1	04/20/2015	GMP Final 04/20/15
S3.05	5th Floor Plan	1	04/20/2015	GMP Final 04/20/15
S3.06	ROOF PLAN	1	04/20/2015	GMP Final 04/20/15



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Job #: 1012 Pompano Beach Parking Garage
A1A and NE 3rd Street
Pompano Beach Florida.

Drawing #	Drawing Title	Revision #	Drawing Date	Set
S4.01	EXTERIOR ELEVATIONS	1	04/20/2015	GMP Final 04/20/15
S4.02	EXTERIOR ELEVATIONS	1	04/20/2015	GMP Final 04/20/15
S5.01	INTERIOR ELEVATIONS	1	04/20/2015	GMP Final 04/20/15
S5.02	TYPICAL BUILDING SECTIONS	1	04/20/2015	GMP Final 04/20/15
S6.01	NORTHWEST STAIR ELEVATION & PLANS	1	04/20/2015	GMP Final 04/20/15
S6.02	SOUTHEAST STAIR & ELEVATOR ELEVATIONS & PLANS	1	04/20/2015	GMP Final 04/20/15
S6.03	SOUTHEAST STAIR & ELEVATOR PLANS	0	04/20/2015	GMP Final 04/20/15
S7.01	Typical CMU Details	1	04/20/2015	GMP Final 04/20/15
S8.01	Typical Steel Details	1	04/20/2015	GMP Final 04/20/15
S9.01	GENERAL FRAMING DETAILS	1	04/20/2015	GMP Final 04/20/15
S9.02	GENERAL FRAMING DETAILS	1	04/20/2015	GMP Final 04/20/15
S10.01	JOINT DETAILS	1	04/20/2015	GMP Final 04/20/15

EXHIBIT B

DESIGN BUILD SERVICES FOR CONSTRUCTION OF BEACH PARKING GARAGE SPECIFICATIONS

024116	STRUCTURE DEMOLITION
033000	CAST IN PLACE CONCRETE
034100	PRECAST STRUCTURAL CONCRETE
055215	PIPE AND TUBE RAILINGS
071800	TRAFFIC COATINGS
081113	HOLLOW METAL DOORS & FRAMES
083323	OVERHEAD DOORS
084113	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
08710	DOOR HARDWARE
08800	GLAZING
089119	FIXED LOUVERS
092216	NON STRUCTURAL METAL FRAMING
092900	GYPSUM BOARD
09913	EXTERIOR PAINTING
102113.09	PLASTIC TOILET PARTITONS
104416	FIRE EXTINGUISHERS
213000	FIRE PUMPS
221113-1	FACILITY WATER DISTRIBUTION PIPING
221313	FACILITY SANITARY SEWERS
263213	ENGINE GENERATORS
311000	SITE CLEARING
312000	EARTH MOVING
321216	ASPHALT PAVING
321313	CONCRETE PAVING
329000	EXTERIOR LANDSCAPING AND IRRIGATION
334100	STORM DRAINAGE PIPING
15160	PUMPS



EXHIBIT C

Pompano Beach Parking Garage

April 27, 2015

Contractors Clarifications

GENERAL

The intent of this cover letter is so clarify the scopes of work, provided within the Amendment B. We have included a number of products, materials, details, and design elements not readily discernable to This GMP Documents dated 04.03.15. There are also a number of Alternates that have been included into the present design while others are under design revisions and not necessarily shown in GMP plan set. We have provided a book of Alternates, numbered one (1) through forty (40) that have been based upon and in addition to the initial design of the parking structure to further clarify the historical design process, selection and to bring current the design items and aspects covered in this package.

This GMP includes the following: Demolition of two existing structures, named as Fire House and Library, Demolition and site clearing of existing asphalt/concrete parking lot, Site Development of Parking Garage including extensive additional underground civil construction to provide for future use by Development of City property, Landscaping, Streetscape, and the Construction of one (1) five story precast parking garage structure inclusive of two (2) attached ground floor liner buildings (one liner building, located at the South elevation, is to be a “black” box and the other, located at the North elevation, a “vanilla or white” box. The parking garage is to accommodate 604 spaces, including the dedicated 50 ground floor spaces to “Valet” parking and 54 Street side parking spaces for a total of 654 parking spaces at the current lot located within boarders of AIA N.E. 2nd Street, Pompano Beach Blvd. and NE 3rd Street.

1. The following are excluded:

- a. Impact Fees, Connection Fees and Assessments.
- b. Material Testing Cost, Threshold or Special Inspectors and Inspection/Sequencing Costs.
- c. FPL transformers, Conduits, Primary Feeders and Deposits.
- d. Cable TV/Phone equipment of Public and cable or phone wire from service point to communication room(s) and cable or phone wire from communication room(s) to end-point for Liner Buildings, Valet Service and or any “Private –Commercial Use”.
- e. Fire Alarm Monitoring Service Cost

- f. EV Car Charging Optional Services and Specialty Programming - access control software / hard drive, on-line managed account services, public access management system and or monitoring service.
- g. EV Car Charging Service Agreement
- h. Water Meters, and Fees and Deposits
- i. Cost relating to Radon Mitigation.
- j. Removal and disposal of unforeseen soil conditions (subject to Section 3.7.4 of the General Conditions).
- k. Removal and disposal of Hazardous materials.
- l. Cost related to procurement of the Asbestos Report and any subsequent Asbestos Abatement.
- m. Cost related to investigation, removal and/or disposal of hazardous soils, hazardous materials, and or hazardous existing items at either property slated for Demolition.
- n. Cost related to FFE elevation changes, our plans are called out per NAVD at 10.42.

2. This GMP is based off of the following documents and plans:

- a. GMP Set Dated 04/20/15 by Currie, Sowards, Aguila Architects.
- b. Geotechnical Report dated December 4, 2014 prepared by GFA International.
- c. Kaufman Lynn Supplemental Instruction to Bidders
- d. Kaufman Lynn Instruction to Bidders package, titled "Traffic Signalization".
- e. Kaufman Lynn Instruction to Bidders package, titled "Light Fixtures".
- f. Kaufman Lynn Instruction to Bidders package titled "Signage"
- g. Kaufman Lynn Instruction to Bidders Allowance package titled "Pier Street Extension", The Pier Street Extension provides for MOT, demolition and replacement of new sidewalk, curbs, ADA truncated sidewalk, a minimum of one lift of asphalt, pavers, striping and signage and Excludes all underground Utility work. Upon receipt of plans for this work, this GMP includes a "Proposed" Alternate cost per attached pictorial design packet.

3. It is anticipated that work will be performed during normal business hours (7:00 AM to 7:00 PM) including Saturdays, if required. The project will take 12 months to complete.

4. Regarding temporary and permanent power, temporary or construction power will be the responsibility of KL in its entirety. On permanent power and consumption, KL is responsible for raceway Allowance of 200 lineal feet for incoming primary feed and an Allowance of 400 lineal feet for secondary and building power feeds complete. Once the permanent meter(s) have been installed by FPL for the project which is an owner responsibility and required for equipment testing, KL will no longer be responsible for its consumption henceforth.

DIVISION 02-SITE WORK

1. This GMP excludes any major dewatering, well point systems, water containment ponds, berms; with the exception of casual dewatering at local site specific locations for short durations during forming and placing of concrete at Elevator pit foundation.
2. This contract includes wheel stops installed at asphalt street side parking, only and excludes any installed inside the parking garage.
3. This GMP includes concrete pavers both vehicular and pedestrian as required –manufactured by Old Castle: model, Holland stone, color Bent creek, paver’s 4x8x3-1/8 inch in standard brick pattern. Pavers shall only be located at E/W crosswalks, and all 4 corners at the intersection of Pier and Seabreeze Way. All sidewalks shall be concrete broom finish.
4. There shall be no concrete banding around tree grades.
5. This GMP includes supply and installation of meter boxes and installation of City supplied meter boxes. All meters will be provided by local utility providers. They will be purchased by the owner and installed by the contractor.
6. Includes “Heavy Duty” asphalt paving detail (shown on CP5.03) at Pier St from Pompano Beach Blvd to A1A, we have engaged a Local Pompano Beach Asphalt Plant to provide design mixes and adhere to all inspection(s) of materials for this project.
7. Finished floor elevation shall be at 10.42 NAVD
8. Below grade demolition for lift station removal has been included via an alternate allowance
9. Vegetation wall will be 10x60 with 1’ grid
10. We will be supplying 14’ date palms
11. KL defines “restoration” as shown on the E side of A1A (Sheet CP-100) as a mill, resurface, and restripe.

DIVISION 03-CONCRETE

1. This GMP includes a Precast Superstructure for the parking garage, and all exterior faced locations shall be white concrete with “Architectural “light sandblast” finish as shown in Metromont’s published brochure. This finish is also included at sides and undersides of the two (2) “Open” stairways. All other precast members shall be of standard grey, broom finish.
2. This GMP includes corrosion inhibitor with 3 gallons of inhibitor per one (1) cubic yard of concrete, mixed into the concrete in the Precast Superstructure.
3. This GMP excludes any corrosion inhibitor concrete at any decorative precast members not supplied by Metromont, and any at Cast in Place concrete.

4. This GMP excludes concrete counter at east side Valet station. A masonry stem wall with a precast counter will be included.
5. This GMP includes one precast and or cast in place bench under stairs adjacent to the Elevator bank.
6. Control joint shall be typical standard type in lieu of detail shown on S2.02
7. Hand dryers shall be typical standard style
8. Deck waterproofing system shall be surface applied

DIVISION 04-MASONRY

1. This GMP includes Standard masonry construction, no high strength, fire rated, or exotic sized units are included, no struck block and nor decorative block units are included.

DIVISION 05-METALS

1. This GMP includes all handrails at South patio area and North stair entrances into building.
2. This GMP also includes cable guardrail system at the garage speed ramp, on top of exterior spandrels, and in the “concrete lite” openings adjacent to either side of speed ramp.
3. This GMP includes stair towers and West elevation handicap ramp fitted with an aluminum guardrail with a perforated infill panel. The W exterior wall of the garage shall have a decorative louver and the E side of the garage will have a full height fixed perforated Kynar 3 coat, aluminum panel that returns into the garage at the N entrance. A 4’ aluminum eyebrow will extend out from in between the S storefront system lower and upper parts, and a 1’ eyebrow will do the same at the W and N elevation. Aluminum canopies will extend from the top of the center spine of both the NW and SE stairs, as well as out from the 5th floor elevator landing. On the N side of the building is a wall mounted ivy trellis system. The eyebrow system, stair railings, exterior ramp railings, perforated panels, W louvers, and exterior handrails will all be Kynar coated.
4. This GMP includes all structural joists at the N and S liner buildings as well as the HSS columns, I beams, angles and horizontal steel tubes necessary for joist landing and storefront lateral support. Also included is the structural support for the aluminum stair tower and elevator landing canopies described above. All first floor valet removable bollards are included, as well as 2 bollards at the NW stair and 4 bollards at the SE Stair/Elevator area on all floors. The first floor shall be in-ground bollards and the upper decks shall be deck-mounted embed bollards. Also included are 2 bollards at each rain water leader and hose bib location. Exposed precast concrete columns shall have 3x3x1/4 steel corner guards. The sump pit cover, elevator sills, elevator ladders, elevator hoist beam, and elevator life safety bar are also included.

DIVISION 06-WOOD AND PLASTICS

1. This GMP excludes any wood for permanent construction.
2. This GMP specifically excludes any cabinetry, and or finished carpentry work as none is anticipated.

DIVISION 07-THERMAL AND MOISTURE

1. This GMP includes the following types of waterproofing at the called out locations, details are attached for clarification:

- a. Elevator pit, shall include Paraseal LG by Tremco
 - b. Below grade retaining walls shall include Tremproof 250 GC
 - c. Roof top planters on deck and exterior elevated Wall planters shall include Detail WP-2 Tremco 250
 - d. Second floor deck over Occupied Space shall include UL assembly fire rated sealant, and either a “Cold Applied or Hot Applied Tremco sandwich system with Metromont over-pour at these areas.
 - e. Fifth Floor deck shall include a decorative vehicular deck coating up to the roof top planter walls and not down the speed ramp.
2. This GMP includes the roofing system at the Liner Buildings consisting of structural concrete upon metal decking with minimal poli-iso necessary for sloping to drain SBS Modified roof system. At top of elevator and Display room there shall only be concrete roof deck with same roof application, excludes any metal decking.
 3. This GMP does not include stucco on the inside of the stud framed parapet wall. This is roofing membrane wrapping up to the underside of the metal coping.

DIVISION 08-DOORS & WINDOWS

1. This GMP includes a Curtain Wall YKK model YHC 300 with a Three (3) coat Kynar finish, located at the elevator shaft.
2. This GMP includes a Storefront System YKK model YKK 35 H medium style, with three coat Kynar finish.
3. This GMP includes specialty glazing which shall be and or meet 9/16” Laminate VLE26-70, Outdoor Lite ¼” Solar-blue PPG 60 VLE-70 #2 Indoor Lite ¼” Clear
4. Clear PVB 0.060. Visible Light Transmittance (43%) Glazing shall comply with Florida Marine Turtle Protection Regulations at Less than 45% VLT.
5. Mirrors are included at the for restrooms, two each shall include ADA framed angled mirrors

DIVISION 09- FINISHES

DRYWALL AND FRAMING

1. This GMP shall include a Level 4 drywall finish, standard framed drywall partitions at the Civic area restrooms

STUCCO

1. This GMP excludes White cement, fiberglass and Acrylic coatings.
2. This GMP will be utilizing PVC accessories in lieu of galvanized material.
3. This GMP includes natural Gray color stucco in lieu of white stucco as indicated in Exterior Material Legend on Sheet A3.01

PAINT

1. This GMP includes Sherwin-Williams Cement-Plex 875 anti Graffiti Coating Primer and Sherwin-Williams 2k Waterbase Urethane (Tint-able) Anti-Graffiti finish coating on Garage exterior wall surface (Concrete and Stucco) only.
2. This GMP includes epoxy paint on wall only at the interior room walls: toilets, storage, and trash.
3. This GMP includes painting of exposed fire sprinkler pipe, will be painted red.
4. Painting inside garage for walls and ceilings (including concrete and masonry) is not included.
5. Painting on all exposed structural ceiling is not included.
6. Galvanized metal shall be unpainted, except for all bollards and corner guards at ramp ingress and egress columns

DIVISION 10-SPECIALTIES

1. This GMP includes standard of the industry toilet accessories, unframed vanity mirror, toilet paper holders.
2. Fire extinguishers and factory painted cabinets for the common exterior areas.
3. This GMP includes all building signage required for Certificate of Occupancy.
4. This GMP includes an allowance as called out in the list of Alternates: for a “fish” sign, a “Parking” sign and two kiosk, a preliminary design is under review.
5. This GMP includes tensile fabric sails on the exterior sides of the garage, and 15 fabric canopies on the roof deck. There shall be galvanized cables used for the fabric on the roof canopies.

DIVISION 11-EQUIPMENT

1. The trash compactor is excluded from this GMP, the size of the trash compactor room is based upon meetings with City staff.
2. Garage Control Access equipment is not part of This GMP, the electrical power and connection to two points as shown per Architectural plans is included with homerun back to Electrical room.
3. Two (2) standard, EV Electric Car Charging Stations, manufacture red by Clipper Creek are included in the GMP. This GMP does not include, programming, access control modules or User equipment for Service.

DIVISION 12- FURNISHING

1. This GMP does not include any items in Division 12.

DIVISION 13- Special Construction

2. This GMP does not include any items in Division 13.

Division 14 – CONVEYANCE

1. This GMP includes two (2) 3500 LB, 150 FPM hydraulic elevators with glass backs. The elevators each include six (6) LED downlights with stainless steel proximity devices, stainless steel flat bar handrail on rear and side walls, stainless steel swing front return, and stainless steel frames with laminate doors.

DIVISION 15-MECHANICAL

FIRE PROTECTION

1. This GMP includes a design build and code compliant engineered fire sprinkler system, all exposed pipe and fittings shall be galvanized pipe. Pipe 1" to 2" to be XL with threaded fittings and all 2" and larger to be SCH 10 with grooved fittings.
2. This GMP includes residential white semi recessed pendants at acoustical and hard ceiling located in North liner building and as specifically called out Un-programmed Space.
3. This GMP includes A 30hp fire pump with bypass loop and a jockey pump is included. We exclude any and all fire protection at canopies and coverings on the fifth floor.
4. This GMP excludes any MIC testing or treatment.

PLUMBING:

This GMP includes and or assumes the following under plumbing:

1. All restroom fixtures are to be American Standard or equal, models to meet ADA requirements.
2. We have included a 40-gallon electric water heater.
3. Planter drains have been tied into storm drain system.
4. We have provide secondary overflow floor drain system on separate piping.
5. Included three (3) water meters.
6. Included four (4) grease traps.
7. Included detection oil interceptors at elevator sump pump.
8. Included 12" trench drain as shown on plans (fourth floor).
9. Included equipment condensate piping to storm.
10. Included as alternates, the two sand separator systems at each Well No. 1 and Well No. 2.
11. Included the domestic water booster with a stub at the fourth floor deck for irrigation connection.
12. Pump room shall be located in NE corner of 2nd floor
13. Domestic water pump shall be 3hp
14. Perimeter planter drains shall be located 1 per box in the center of each planter
15. 5th floor deck (Roof) shall have 3 overflow drains
16. Sanitary sewer piping shall be 4"
17. There shall be 2 hose bibs located on each level

HVAC:

1. This GMP excludes the 20 ton and 3 ton HVAC Systems as shown and located at the South elevation, Black Box liner building.
2. This GMP includes the emergency generator and required overhead exhaust hood.
3. Exhaust louvers are also included at the base of elevator shafts.
4. This GMP includes 6 sets of shafts for future tenant buildout

DIVISION 16-ELECTRICAL

Electrical:

1. This GMP has included all electrical work shown on plans labeled "GMP Drawings 4/3/2015". We have included or made assumptions as follows:
2. We have included 400 lineal feet of secondary power from FPL relocated transformer.
3. We have included 200 lineal feet of installation of conduit and duct bank work for FPL primary power.
4. We have included a building lighting package that is fully compliant with turtle nesting season. The building will feature red/orange (amber) turtle compliant fluorescent lights in the eastern 1/3 of the garage. The building will feature white light fluorescent lights in the western 2/3 of the garage.
5. We have included turtle compliant lighting in the stairwells.
6. If turtle compliant fluorescent lighting is to be used in lieu of turtle compliant LED lighting in garage deduct \$100,000.
7. We have included light fixtures on outriggers to illuminate building sails.
8. We have included all exit signs necessary in garage to meet code (not shown on plans).
9. We have included all necessary work to provide conduit and power to security system located on life safety plans.
10. We have included lighting and electrical work at "Un-Programmable" space located at north side of the building. This includes 2x4 lighting for future retail.
11. We have included a code compliant electrical system with emergency lighting in the south side retail space.
12. We have included necessary light fixtures at each elevator landing per elevator code.
13. We have included a 150kW diesel generator with remote fill and fuel pump in lieu of a 350kW diesel generator with remote fill and fuel pump.
14. Generator shall be room-less and weather-tight, located in the SW corner of the 2nd floor
15. We have included conduit only for future HVAC at "retail area" as shown per plans.
16. We have included lightning protection.
17. We have included a light fixture within the display area on the west elevation of the building.
18. We have included light fixtures at the base of palm trees according to Lighting Dynamics design.
19. We have included a Design Build, Code compliant Fire Alarm system with stand by battery packs.
20. We have included a security system with color cameras and video recorder.
21. We exclude raceways for parking vendor and/or parking management systems/equipment.
22. We have included two (2) electric car chargers.
23. We have included NE 2nd Street Extension based on design by Lighting Dynamics.
24. Main Distribution Panel (MDP) shall be 3ph/600amp
25. Electrical secondary shall be aluminum wire
26. Site lighting shall be white only, and turned off during turtle season
27. There will be no lightning protection system included in the GMP

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EXHIBIT D

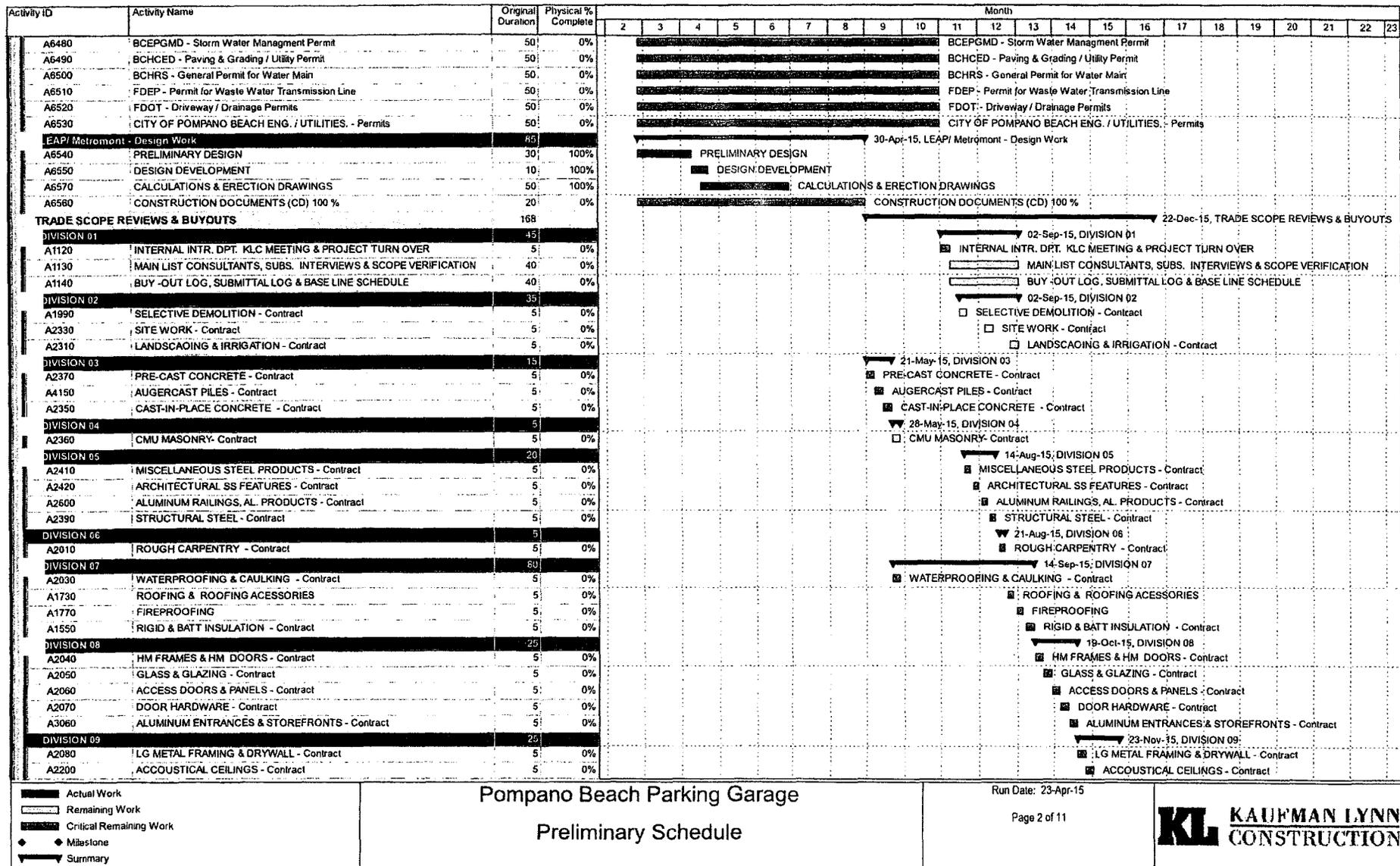
Activity ID	Activity Name	Original Duration	Physical % Complete	Month																								
				2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23			
POMPANO BEACH GARAGE - OWNER CONTRACT SCHEDULE				547	06-Jun																							
PROJECT CONTRACTUAL DURATIONS & MILESTONES				504	06-Jun																							
A1490	PROJECT START	0	100%	PROJECT START																								
A1080	SITE, FOUNDATIONS, SUPERSTRUCTURE & FULL BUILDING 100% CD	70	75%	SITE, FOUNDATIONS, SUPERSTRUCTURE & FULL BUILDING 100% CD																								
A1880	SITE PLANS, SD & DD WORK	40	100%	SITE PLANS, SD & DD WORK																								
A1070	NOTICE TO PROCEED (NTP - Preconstruction)	0	100%	◆ NOTICE TO PROCEED (NTP - Preconstruction)																								
A1670	BUILDING PERMIT REVIEW	9	0%	■ BUILDING PERMIT REVIEW																								
A1720	KLC SECURES BUILDING PERMIT/ Notice to Proceed (Construction)	1	0%	! KLC SECURES BUILDING PERMIT/ Notice to Proceed (Construction)																								
A1710	CONSTRUCTION DURATION	252	0%	CONSTRUCTION DURATION																								
A1680	SUBSTANTIAL COMPLETION	0	0%	◆ SUBSTANTIAL COMPLETION																								
A1580	OWNER'S FFE & MOVE IN, FINAL PUNCH LIST WORK & CLOSEOUTS	20	0%	OWNER'S FFE & MOVE IN, FINAL PUNCH LIST WORK & CLOSEOUTS																								
A1590	PROJECT FINAL COMPLETION	0	0%	◆ PROJECT FINAL COMPLETION																								
PHASE I				0																								
PHASE II				0																								
PHASE III				0																								
PRE-CONSTRUCTION PHASE				464	10-Feb-16, PRE-CONSTRUCTION PHASE																							
Currie, Sowards, Aguilu Architects (CSA) and Engineering Consultants				264	30-Jun-15, Currie, Sowards, Aguilu Architects (CSA) and Engineering Consultants																							
CSA - Prebid Design Work				72																								
A1160	DESIGN WORK STARTS	0	100%	◆ DESIGN WORK STARTS																								
A1290	PRELIMINARY DESIGN FOR SUBMITTAL PACKAGE	35	100%	■ PRELIMINARY DESIGN FOR SUBMITTAL PACKAGE																								
A1690	REVIEW & COORDINATION CSA - KLC - CONSULTANTS	8	100%	! REVIEW & COORDINATION CSA - KLC - CONSULTANTS																								
A1420	SUBMITTAL PACKAGE READY FOR SUBMITTAL	0	100%	◆ SUBMITTAL PACKAGE READY FOR SUBMITTAL																								
Schematic Design (SD)				25	02-Dec-14 A, Schematic Design (SD)																							
A1430	PREPARE & SUBMIT SCHEMATIC DESIGN (SD)	15	100%	■ PREPARE & SUBMIT SCHEMATIC DESIGN (SD)																								
A1640	MEETING WITH THE CITY	0	100%	◆ MEETING WITH THE CITY																								
A1650	SD CITY REVIEW	10	100%	■ SD CITY REVIEW																								
Design Development (DD)				104	27-Mar-15 A, Design Development (DD)																							
A1460	DESIGN DEVELOPMENT (DD)	15	100%	■ DESIGN DEVELOPMENT (DD)																								
A2630	DD CITY REVIEW	5	100%	■ DD CITY REVIEW																								
A6690	DRC REVIEW	1	100%	! DRC REVIEW																								
A2840	DESIGN DEVELOPMENT COMPLETE	0	100%	◆ DESIGN DEVELOPMENT COMPLETE																								
Construction Documents (CD) 100%				140	15-May-15, Construction Documents (CD) 100%																							
A1380	CONSTRUCTION DOCUMENTS (CD) 100% COMPLETE	105	0%	■ CONSTRUCTION DOCUMENTS (CD) 100% COMPLETE																								
A2610	100% CD CITY REVIEW	10	0%	■ 100% CD CITY REVIEW																								
A1400	100% CD CITY REVIEW COMPLETE	0	0%	◆ 100% CD CITY REVIEW COMPLETE																								
A2620	DESIGN PHASE FINAL COMPLETION	0	0%	◆ DESIGN PHASE FINAL COMPLETION																								
Keith & Associates, Inc. - Design Work				140	30-Jul-15, Keith & Associates, Inc. - Design Work																							
A6400	DESIGN WORK STARTS	0	100%	◆ DESIGN WORK STARTS																								
A6410	PRELIMINARY ENGINEERING PLANS	45	100%	■ PRELIMINARY ENGINEERING PLANS																								
A6430	LANDSCAPING & IRRIGATION PLANS	45	100%	■ LANDSCAPING & IRRIGATION PLANS																								
A6420	PAVING, GRADING AND DRAINAGE PLANS	45	100%	■ PAVING, GRADING AND DRAINAGE PLANS																								
A6440	PAVEMENT MARKINGS AND SIGNAGE PLANS	45	100%	■ PAVEMENT MARKINGS AND SIGNAGE PLANS																								
A6450	WATER AND SEWER PLANS	45	100%	■ WATER AND SEWER PLANS																								
A6460	STORMWATER POLLUTION PREVENTION PLANS	45	100%	■ STORMWATER POLLUTION PREVENTION PLANS																								
A6470	SFWM - Surface Water/Environmental Permits	50	0%	■ SFWM - Surface Water/Environmental Permits																								

- Actual Work
- Remaining Work
- ▨ Critical Remaining Work
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Pompano Beach Parking Garage Preliminary Schedule

Run Date: 23-Apr-15
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Pompano Beach Parking Garage

Preliminary Schedule

Run Date: 23-Apr-15

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- Actual Work
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Activity ID	Activity Name	Original Duration	Physical % Complete	Month																												
				2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23							
SLAB ON GRADE (SOG)				15																												
A2290	FILL & COMPACT FOR SOG	10	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A2270	VAPOR BARRIER, FORMING & REBAR FOR SOG	5	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A2230	POUR SOG	5	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A2430	SOG & PHASE I COMPLETE	0	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
CONSTRUCTION PHASE II - SHELL, ROUGH & FINISH WORK				117																												
SUPERSTRUCTURE				108																												
DELIVER & INSTALL PRECAST CONCRETE				52																												
STAGING & SETTING UP ERECTION				4																												
A3120	GRADE & INSTALL GRAVEL FOR CRANE PATH	2	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A3130	DELIVER & SET UP CRANE FOR PRECAST INSTALLATION	2	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A3150	PRECAST PANELS READY FOR ERECTION	0	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
PRECAST PANELS ERECTION				48																												
A4340	LAY OUT - SET CENTER & CORNER POINTS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4680	ERECTION OF PRECAST CONCRETE N-S DIRECTION	45	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
CONCRETE, CMU AND MISC. METALS				85																												
GROUND LEVEL				11																												
A4350	CIP CONCRETE WASH & FINISH PRECAST	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4380	INSTALL STEEL RAILING STAIRS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4370	INSTALL CABLE RAILING & MISC. METALS	4	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4360	CMU WALLS - GROUND FLOOR	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
SECOND LEVEL				21																												
A4390	CIP CONCRETE WASH & FINISH PRECAST	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4400	INSTALL STEEL RAILING STAIRS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4410	INSTALL COLD APPLIED WATERPROOFING	2	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4450	CONCRETE TOPPING FOR 2ND LEVEL	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A6310	INSTALL CABLE RAILING & MISC. METALS	4	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4440	CMU WALLS - 2ND FLOOR	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
THIRD LEVEL				13																												
A4460	CIP CONCRETE WASH & FINISH PRECAST	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4470	INSTALL STEEL RAILING STAIRS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A6320	INSTALL CABLE RAILING & MISC. METALS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4500	CMU WALLS - 3RD FLOOR	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
FOURTH LEVEL				14																												
A4510	CIP CONCRETE WASH & FINISH PRECAST	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4520	INSTALL STEEL RAILING STAIRS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A6330	INSTALL CABLE RAILING & MISC. METALS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4550	CMU WALLS - 4TH FLOOR	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
FIFTH & ROOF LEVEL				26																												
A4560	CIP CONCRETE WASH & FINISH PRECAST	5	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A6680	INSTALL METAL FRAMING - TRELLIS	10	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4570	INSTALL STEEL RAILING STAIRS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A6340	INSTALL CABLE RAILING & MISC. METALS	3	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
A4600	CMU WALLS - PARAPET & SCREENS - ROOF LEVEL	5	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												
ROOFING & DRY-IN				16																												
HIGH ROOF STAIR & EL. SHAFTS				10																												
A4630	ROUGH MEP & ROOF CURBS	5	0%	<div style="position: absolute; top: 0; right: 0;"> </div>																												

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Pompano Beach Parking Garage
Preliminary Schedule

Run Date: 23-Apr-15

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EXHIBIT E



Pompano Beach Parking Garage

Index of GMP Alternates

Tab	Alternate No.	Title	Status	Modified	Comments
	05.02.14	City of Pompano Beach Original Request for Proposal T12-14	Included in GMP		Renderings, sketches and Narratives
	05.02.14	Alt 1A Demo & Site Prep	Included in GMP		
	05.02.14	Alt 1B Building Pad	Included in GMP		
	05.02.14	Pier St Pier Street	Included in GMP	Yes	Pier Street has received several iterations and added increase to scope since the May 2014 proposal
	05.02.14	Alt 2A Veg roof	Included in GMP		
	05.02.14	Alt 2B Veg wall covering	Included in GMP		
	05.02.14	Alt 2C Vegetated Roof/ Green Roof	Not Included in GMP		
	05.02.14	Alt 3 Add parking 5th deck	Included in GMP		
	05.02.14	Alt 4 Grease trap (one grease trap and rough plumbing connection)	Included in GMP		
	05.02.14	Alt 5 Roof Mounted Solar Farm	Not Included In GMP		
	05.02.14	Alt 6A 50% Opening Perforated Mill Finish Aluminum Cladding at Building Screening	Not Included In GMP		
	05.02.14	Alt 6B Added Anodized Finish to Alternate # 6B	Included in GMP		
	05.02.14	Alt 6C 50% Opening Perforated Stainless Steel Cladding at Building Screening	Not Included In GMP		
	05.02.14	Alt 7 Reduce Elevators Traveling Speed to 150 FPM.	Not Included In GMP		
	Nov-14	Demo library Demolition of Existing Library	Included in GMP		Captured on 04.03.15 Update
	Nov-14	Alt 8 Increase height clearance to a minimum 7'-9"	Included in GMP		Captured on 04.03.15 Update
	Nov-14	Alt 9 Added Precast Corners to NE and SE elevated decks	Included in GMP		Captured on 04.03.15 Update
	Nov-14	Alt 10 Architectural white cement, with Sandblast Finish	Included in GMP		Captured on 04.03.15 Update
	Nov-14	Alt 11 Planters at 5th level Exterior Walls at the three west, north and south elevations only	Included in GMP		Captured on 04.03.15 Update
	Nov-14	Alt 12 Glass Curtain Wall at Elevator Tower only	Included in GMP	Rev.1	Previous design showed curtain wall enclosing stair towers and elevator shaft
	Nov-14	Alt 13 Glass backed MRL Elevator	Included in GMP		
	Nov-14	Alt 14 Rooftop Canopies (steel supports and Sheerfil tensile fabric)	Included in GMP		Captured on 04.03.15 Update
	Dec-14	Alt 15 LED Lights Allowance for Sail and Canopy	Included in GMP		Captured on 04.03.15 Update
Not in book	Dec-14	Alt 17 South grid lines "Black Box Retail" as Restaurant Use 54 Ton HVAC only	Not Included In GMP		Includes concrete slab on grade
	Dec-14	Alt 17A South grid Lines "Black Box Retail" only included Slab on Grade	Not Included In GMP		
Not in book	Dec-14	Alt 18 North grid lines "Un-programmed Space" Build-Out Spaces	Included in GMP		Incorporated into Design
Not in book	Dec-14	Alt 19 VE Civil RCP to HDPE pipe	Included in GMP		Incorporated into Civil
	Dec-14	Alt 20 Hydraulic elevators in lieu of machine room less	Included in GMP		Captured on 04.03.15 Update
Not in book	Dec-14	Alt 21 VE Corrosion Inhibitor from 3 gal/CY to 2 gal/CY	Not Included In GMP		Void Not accepted
Not in book	Dec-14	Alt 22 Remove wheel stops at garage SOG & Decks	Included in GMP		Incorporated into Architectural
Not in book	Dec-14	Alt 23 South grid lines "Black Box Retail" as Retail Use 28 Ton HVAC only	Not Included In GMP		Void Not accepted
	Feb-15	Alt 24 Modify Stair Tower to Open Towers	Included in GMP		Based upon KL railing panels, Railing panels changed design April 2015
Not in book	Feb-15	Alt 25 Galvanized Fire Sprinkler groove fittings from black steel to galvanized steel throughout exposed garage areas	Included in GMP		
Not in book	Feb-15	Alt 26 VE Reduce Generator from 350 kW to 150 kW	Included in GMP		
Not in book	Feb-15	Alt 27 VOID BLANK	VOID		
Not in book	Feb-15	Alt 28 Diesel Generator to Natural Gas Generator	TBD		



Pompano Beach Parking Garage

Index of GMP Alternates DRAFT EXHIBIT 04.23.15

Tab		Alternate No.	Title	Status	Modified	Comments
	Feb-15	Alt 26	VE Reduce Generator from 350 kW to 150 kW	Included in GMP		Cut Sheets
	Apr-15	Alt 29	Provide for CPET LED white lights and controllers for two (2) leg lights to produce Red-Orange when lit at Sea Turtle hatching months accommodate both Safety and Florida EPA	Included in GMP	Rev. 1	Captured on 04.03.15 Update
	Apr-15	Alt 32	Roof Top Planters Greenery (additional masonry, irrigation, and landscape)	Included in GMP		Incorporated into Architectural
	Apr-15	Alt 33	(37) CCTV Security Camera, Recorder, and Standard Console	Included in GMP		Captured on 04.03.15 Update
	Apr-15	Alt 34	Developer's Underground Utility for Future Use	Included in GMP		Captured on 04.03.15 Update
Not in book	Apr-15	Alt 35	Controlled entry system	Not Included In GMP		Owner FFE?
Not in book	Apr-15	Alt 36	CPET White LED lights, glass enclose garage, forced ventilation system	Not Included In GMP		50K per floor vent system \$\$\$ per Floor for glass
Not in book	Apr-15	Alt 37	CPET white LED lights and additional row of Amber lights all on Computerized system for Turtle Hatchlings	Not Included In GMP		Need more details
	Nov-14	Design	Delete Entrance at NE 3rd Street, relocate to Seabreeze Way, Revise Building corners, staircases, and Elevator location.	Included in GMP		
	Apr-15	Alt 39	Pompano Beach Local Business Go Pompano	Included in GMP		For Tracking purposes only
	Apr-15	Alt 40	FDOT Traffic Study -Turn Lane -Kimely Horn Study and Review Letter	Included in GMP		Outside FDOT Consultant review and reports
	Apr-15	Alt 41	Tourism Office Vanilla Box build out	Included in GMP		
	Nov-14	Design	Relocate drive Entrance at NE 3rd Street, to future "Seabreeze Way", add one driveway exit, revise Building corners, staircases, and Elevator location. Re-Engineer parking garage at East elevation.	Included in GMP		Global design modifications stemming from DRA, CCA, et al Reviews



EXHIBIT F

**Pompano Beach Parking Garage
Index of Allowances**

Alternate No.	CC	Title	Status	Modified	Comments
Alt 16	C	Monument Signage, "Fish", "Parking, Kiosk under design and pricing	Under Review	\$ 160,000	Allowance, design under review, licensing TBD and approval process TBD
Alt 30	S	Add Traffic Signalization at AJA and new Pier Street & remove existing two arm mast's just south of new intersection	Under Review	\$ 430,000	Provide for four mast signal with power to garage panel for purpose of pricing, striping at crosswalk, patching of asphalt, MOT
Alt 31	PW	Pier Street Extension (NE 2nd Street) Beautification, street scape, sidewalks and curbs	Under Review	\$ 730,000	Allowance does not include, new Sub base at roadway, underground utility work, FPL street lights, power relocation or changes to grade (existing crown of road shall be maintained). Does include removal of existing sidewalk, curbs, and scarifying of asphalt to install new wider sidewalk, curbs, over lift of asphalt, striping, irrigation, landscape, landscape and City street lighting.
Alt 42	C	City Abandoned lift Station, possible conflict with Elevator pit foundation	Under Review	\$ 33,000	Provided rough costs for Unknown conflicts, photos provided by City, details show grout filled pipe -Cost TBD

Note CC: Cost Code or Sector driving change; (C) City of Pompano Beach, (PE) City Engineering, (T) Tenant, (S) Signalization, (PW) Pier Street West, (M) Master Site Development

Exhibit G

Pompano Beach Pier Garage

Staffing Plan

The Design Builder shall provide the following staff for the project:

Project Manager	Nathan Coker	On-Site, Full Time
Project Superintendent	TBD	On-Site, Full Time
Project Engineer	TBD	On-Site, Full Time
Project Executive	Ben Baffer	Off-Site, 30%
Project Accountant	Colin Murphy	Off-Site, 20%
Project Architect (Construction Admin)	Off-Site, 50%	
Structural Engineer (Construction Admin)	Off-Site, 20%	
M/E/P Engineer (Construction Admin)	Off-Site, 20%	

EXHIBIT H

Pompano Beach Pier Garage

A.4.2 The Design Builder shall retain the following Consultants, Contractors and suppliers identified below:

Architect:

Currie Sowards Aguila Architects
185 NE 4th Ave.,
Delray Beach, FL 33483

Civil Engineer / Landscape Architect:

Keith & Associates, Inc. Consulting Engineers
301 East Atlantic Blvd.,
Pompano Beach, FL 33060

Structural Engineer:

LEAP Associates International, Inc.
P.O. Box 16007
Tampa, FL 33887

Mechanical / Electrical / Plumbing / Fire Protection Engineer:

Delta G Consulting Engineers, Inc.
707 NE 3rd Ave.,
Ft. Lauderdale, FL 33304

Precast Concrete Manufacture & Installation:

Metromont, Inc.
4151 US Highway 17 South
Bartow, FL 33830

Tensile Fabric Structures Manufacture & Installation:

Birdair, Inc.
65 Lawrence Bell Dr., Suite 100
Amherst, NY 14221

EXHIBIT I



Pompano Beach Parking Garage
GMP Estimate Summary
Kaufman Lynn Construction, CGC 021732
May 4, 2015

CSI #	DESCRIPTION	QTY	UT	UT \$	Parking Garage	Subcontractor	Comments
01-000	GENERAL REQUIREMENTS						
02-000	SITE WORK				457,223.00		
02350	Deep Foundation/ 14" Auger-Cast Piles -Upsized to 16" and added count	1	LS	407,414	407,414		HJ Added piles and increased size from 14 to 16 inch per geotechnical report.
02580	Stall Parking Markings & Wheel-Stops	1	LS	49,809	49,809		Fine Line
02200	Earthwork	1	LS	166,923	0		Stanford
02510	Asphalt Paving	1	LS	171,074	0		Stanford
02515	Pavers	1	LS	Incl as an alt. below	Incl as an alt. below		Stanford
02525	Site Concrete	1	LS	172,164	0		Stanford
02665	Water Distribution System (Includes Fire)	1	LS	164,928	0		Stanford
02710	Drainage Well	1	LS	33,900	0		Jaffer
02720	Storm Drainage System	1	LS	241,138	0		Stanford
02730	Sanitary Sewer System	1	LS	54,808.00	0		Stanford
02900	Landscape & Irrigation	1	LS	416,948.00	0		Exotic
03-000	CONCRETE				4,503,697		
03-090	Cast in Place Concrete	1	LS	917,960.00	917,960		Sovereign Added Pile Caps, Grade Beams, Slabs in S. Retail, Roof Slabs, Retaining Walls and terrace steps
01-103	Precast Concrete	1	LS	3,715,737.00	3,715,737		Metromont
01-104	Metromont Design Fees Included in Precon Contract	1	LS	(130,000.00)	-130,000		
04-000	MASONRY						
04-000	Masonry Package (Included in Cast in Place)	1	LS	0.00	0		Sovereign Included in Cast in Place
05-000	METALS				669,393		
05500	Corner Guards, Pit Ladders and Sump Covers	1	LS	16,662	16,662		O8O
05500	50 Bollards -app. 10 with removable embed sleeve	1	LS	118,546	118,546		O8O
05520	Handrails, Guard Rails & Railings	1	LS	64,092	64,092		O8O
05520	Safety Spandrel Railing & Ramp Railing	1	LS	Incl. in Div 3	Incl. in Div 3		O8O
05120	Ivey Trellis	1	LS	27,102	27,102		O8O
05121	Kynar at Eye Brows, Railings, Ramp and Stair Guardrails and Perf. Panels	1	LS	58,925	58,925		O8O
05120	Elevator Landing Aluminum Canopy (Does Not Include Stair Canopies - Alt 24)	1	LS	9,280	9,280		Canopy by Design
05530	Structural Steel, HSS.	1	LS	264,834	264,834		Steel Fab Liner buildings now structural steel vs cast in place
05540	Eyebrow -Custom aluminum curve	1	LS	109,952	109,952		O8O
06-000	WOOD & PLASTICS						
06-100	Rough Carpentry - Penetration handrails, patching and backer boards.	1	LS	0.00			
07-000	THERMAL/MOISTURE PROTECTION				303,127		



Pompano Beach Parking Garage
GMP Estimate Summary
Kaufman Lynn Construction, CGC 021732
May 4, 2015

CSI #	DESCRIPTION	QTY	UT	UT \$	Parking Garage	Subcontractor	Comments
07130	Fluid Applied Waterproofing with Protection Course at Elevator Pit	1	LS	12,072.00	12,072	Service Painting	
07500	TPO "Cool Roof" & Sheet Metal Flashing/ Trims	1	LS	85,078.00	85,078	Cory	
07576	Vehicular Traffic Coatings at 5th floor deck	1	LS	181,290.00	181,290	Service Painting	
07576	Cold applied system 2nd floor deck occupied space			Incl above	Incl above	Service Painting	
07576S	Install Tremco 250GC with protection mat Cold applied system at planters			Incl in alternate	Incl in alternate	Service Painting	
7210	Foam Block Fill	1	LS	3,267.00	3,267	Service Painting	
07840	Spray Applied Fire Proofing on Structural Steel	1	LS	10,500.00	10,500	Service Painting	Added for steel liner building structure
07840	Fire Saffing top of masonry walls	1	LS	10,920.00	10,920	Service Painting	
08-000	DOORS & WINDOWS				396,950		
08100	Metal Doors & Frames	1	LS	36,400	36,400	Lotspeich	
08330	Coiling Doors and Grilles	1	LS	20,550	20,550	Door Systems	
08400	Impact-Rated Storefronts & Entrances	1	LS	340,000	340,000	Southern Walls Inc.	
09-000	FINISHES				372,054		
09250	Stucco	1	LS	144,367.00	144,367	FMA	
09250	LG Metal In fill Framing & Parapet Framing		LS	Incl in drywall	Incl in drywall	FMA	
09260	Interior framing and drywall areas,& "civic area	1	LS	46,500.00	46,500	FMA	
09260	Demising Walls		LS		0		
0980G	40% Silane Sealer to Ground floor parking slab		LS		0		
	Painting	1	LS	181,187.00	181,187	Broadline	
10-000	SPECIALTIES				1,378,029		
10150	Toilet Partitions& Accessories		LS		0		Included in Toilet Accessories
10200	West Elevation Ground Floor Louvers	1	LS	47,193.00	47,193	O8O	
10200	Decorative Perforated Metal Mesh at East Elevation 42" panel return at vallet space		LS		0		
10200	Aluminum Canopy at Stairways and elevator	1	LS	9,000.00	9,000	Canopy by Design	
10400	Way Finding Signage	1	LS	34,650.00	34,650	Creative Design Code Compliant Signage Only	
10240	Screening/ Sails	1	LS	1,278,300.00	1,278,300	Birdair	
10522	Fire Extinguishers & Cabinets	1	LS	2,159.00	2,159	Schedule 10	
10534	Eco-Mesh Trellis/ Carports	1	LS	260,000.00	0	Birdair	
10800	Toilet & Bath Accessories	1	LS	6,727.00	6,727	Schedule 10	
11-000	EQUIPMENT						
11144	Pedestal Mounted Vehicular Electric Charging Stations	1	LS	8,425.00	8,425	EDL	Clippercreek electric vehicle charging station.
12-000	FURNISHINGS						
13-000	SPECIAL CONSTRUCTION						



Pompano Beach Parking Garage
GMP Estimate Summary
Kaufman Lynn Construction, CGC 021732
May 4, 2015

CSI #	DESCRIPTION	QTY	UT	UT \$	Parking Garage	Subcontractor	Comments
14-000	ELEVATORS				284,841		
14-100	Elevators	1	LS	284,841	284,841	Thyssen Hydraulic	
15-000	MECHANICAL				568,271		
15330	Wet Pipe Sprinkler System	1	LS	212,650	212,650	Wigington	
15400	Plumbing	1	LS	220,671	220,671	Pinnacle	
15400	Remote fill Diesel Generator	1	LS	35,000	35,000	Pinnacle	
15500	HVAC	1	LS	99,950	99,950	Natal	
16-000	ELECTRICAL				815,857		
16100	Building Electrical Systems	1	LS	796,957.00	796,957	EDL	
16100	Security Cameras Allowance as shown per Electrical sheets 02.10.15	1	LS			EDL	
16100	Blue phones	1	LS	18,900.00	18,900	Fast Track	
16100	Power to two (2) control gates	1	LS			EDL	
16100	Site Lightning poles at Pier Street	1	LS			EDL	
16500	Traffic Signalization	1	LS			EDL	
HARD BUDGETS COSTS					\$9,749,442		
Construction Administration (A&E Fees)					\$646,845		
Geotechnical Reporting					\$50,000		
GENERAL CONDITIONS					\$1,166,262		
SUBTOTALS					\$11,612,549		
PAYMENT & PERFORMANCE BOND					\$116,588		
OVERHEAD					\$348,376		
FEE					\$348,376		
Permitting Allowance					\$243,736		
GENERAL LIABILITY INSURANCE					\$82,870		
Builders Risk					\$115,000		
Contractors Contingency					\$232,251		
Grand Total					\$13,099,747		



Pompano Beach Parking Garage
GMP Estimate Summary
Kaufman Lynn Construction, CGC 021732
May 4, 2015

CSI #	DESCRIPTION	QTY	UT	UT \$	Parking Garage	Subcontractor	Comments
Alt. No.	Description		Alt. Designa	Total Cost			
Alt 1A	Demo & Site Prep		C	\$760,946			
Alt 1B	Building Pad		C	\$159,453			
Alt 3	Add parking 5th deck		C	\$2,365,319			
Alt 6B	Added Anodized Finish to Alternat # 6A (Replaced with Tensil Fabric)		VOID	\$0			
Demo library	Demolition of Existing Library		C	\$45,532			
Alt 9	Added Precast Corners to NE and SE elevated decks		C	\$101,698			
Alt 11	Planters at 5th level Exterior Walls at the three west, north and south elevations only		C	\$256,326			
Alt 12	Glass Curtain Wall at Elevator Tower only		C	\$78,443			
Alt 13	Glass backed MRL Elevator		C	\$122,718			
Alt 14	Rooftop Canopies (steel supports and Sheerfil tensile fabric)		C	\$534,691			
Alt 15	LED Lights for Sail and Canopy		C	\$147,321			
Alt 18	North grid lines "Un-programmed Space" Build-Out Spaces		C	\$5,714			
Alt 22	Remove wheel stops at garage SOG & Decks		C	-\$17,900			
Alt 24	Modify Stair Tower to Open Towers		C	\$207,580			
Alt 29	Two switch lighting system on eastern 1/3 of garage to accommodate turtle hatchling requirements and BSO CPTED requirements		C	\$55,000			
Alt 32	Roof Top Planters Greenery (additional masonry, irrigation, and landscape)		C	\$105,307			
Alt 38	Site Amenities -trash can, bike rack		C	\$12,110			
Alt 39	Tourism Office Vanilla Box build out		C	\$25,585			
Alt 40	FDOT Traffic Study -Turn Lane -Kimely Horn Study and Review Letter		C	\$2,435			
Alt 41	City Engineer Drainage -redundant sand separator system at wells		C	\$172,311			
Alt 43	FEMA City of Pompano Beach FFE from 10 NAVD to 10.52 NAVD		C	\$0			In Alt 1
Alt 44	Coastal Scour Study and Report		C	\$0			NIC
			GMP	\$191,051			Lowered spandrel height, Re-aligned garage entrance and ramp maintaining a 7'9" minimum clearance, added perimeter at lowered spandrel for safety, added perforated free standing metal panels along the east elevation, added graffiti coating at all exterior stucco walls.
Alt 8	CPTED CRA/DRC Comments for Garage Entrance and Safety						
Alt 10	Architectural white cement, with Sandblast Finish		GMP	\$197,281			



Pompano Beach Parking Garage
GMP Estimate Summary
Kaufman Lynn Construction, CGC 021732
May 4, 2015

CSI #	DESCRIPTION	QTY	UT	UT \$	Parking Garage	Subcontractor	Comments
Alt 20	Hydraulic elevators		GMP		-\$124,564		
Alt 19	Utilize HDPE underground piping instead of RCP		GMP		-\$18,877		
Alt 25	Galvanized Fire Sprinkler groove fittings from black steel to galvanized steel throughout exposed garage areas		GMP		\$20,212		
Alt 26	VE Reduce Generator from 350 kW to 150 kW		GMP		\$33,351		
Alt 34	Developers reimbursement - site improvements		M		\$234,440		
Alt 28	Diesel Generator to Natural Gas Generator		VOID		\$0		Not selected
Pier St	Pier Street East (30800)		PE		\$881,475		
Alt 4	Grease trap (one grease trap and rough plumbing connection)		T		\$35,771		
Alt 33	CPTED 2		T		\$58,943		[37] CCTV Security Camera, Recorder, and Standard Console (
Alt 35	Controlled entry system conduit		T		\$3,941		
Alt 2A	Veg roof		VOID				
Alt 2B	Veg wall covering		VOID				
Alt 2C	Vegetated Roof/ Green Roof		VOID				
Alt 5	Roof Mounted Solar Farm		VOID				
Alt 6A	50% Opening Perforated Mil Finish Aluminum Cladding at Building Screening		VOID				
Alt 6C	50% Opening Perforated Stainless Steel Cladding at Building Screening		VOID				
Alt 7	Reduce Elevators Traveling Speed to 150 FPM.		VOID				
Alt 17	South grid lines "Black Box Retail" as Restaurant Use 54 Ton HVAC only		VOID				
Alt 17A	South grid Lines "Black Box Retail" only included Slab on Grade		VOID				
Alt 21	VE Corrosion Inhibitor from 3 gal/CY to 2 gal/CY		VOID				
Alt 23	South grid lines "Black Box Retail" as Retail Use 28 Ton HVAC only		VOID				
Alt 27	VOID BLANK		VOID				
Alt 36	CPET White LED lights, glass enclose garage, forced ventilation system		VOID				
Alt 37	CPET white LED lights and additional row of Amber lights all on Computerized system for Turtle Hatchlings		VOID				
Pier St	Additional scope of work and costs (not including up sizing and work at master site development request)						



Pompano Beach Parking Garage
GMP Estimate Summary
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May 4, 2015

CSI #	DESCRIPTION	QTY	UT	UT \$	Parking Garage	Subcontractor	Comments
	Alternate Total				6,653,613		
	Grand Total				\$19,753,360		
All 42	City Abandoned lift Station, possible conflict with elevator pit foundation		C		\$29,300		ALLOWANCE
	Soft Costs				\$1,719		
	General Conditions				\$0		Concurrent construction, in GC's above
	FEE				\$1,981		
	Grand Total				\$33,000		
All 16	Monument Signage, "Fish", "Parking, Kiosk under design and pricing		C		\$141,700		ALLOWANCE
	Soft Costs				\$8,700		
	General Conditions				\$0		Concurrent construction, in GC's above
	FEE				\$9,600		
	Grand Total				\$160,000		
All 31	Pier Street Extension (NE 2nd Street) Beautification, street scape, sidewalks and curbs		PW		\$603,384		ALLOWANCE
	Soft Costs				\$81,016		
	General Conditions				\$0		Concurrent construction, in GC's above
	FEE				\$45,600		
	Grand Total				\$730,000		
All 30	Add Traffic Signalization at AIA and new Pier Street remove existing two arm masts just south of new intersection (Allowance)		S		\$337,538		ALLOWANCE



Pompano Beach Parking Garage
GMP Estimate Summary
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May 4, 2015

CSI #	DESCRIPTION	QTY	UT	UT \$	Parking Garage	Subcontractor	Comments
	Soft Costs				\$64,862		
	General Conditions				\$0		Concurrent construction, in GC's above
	FEE				\$27,600		
	Grand Total				\$430,000		
					\$21,106,360		

EXHIBIT J

GENERAL CONDITIONS

**POMPANO BEACH PIER GARAGE
KAUFMAN LYNN CONSTRUCTION**

CODE	DESCRIPTION	QUANTITY	UNIT
1-976	PROJECT EXECUTIVE (160)	16.80	WK
1-960	PROJECT MANAGER (95)	60.00	WK
1-910	PROJECT ENGINEER (70)	60.00	WK
1-900	LEAD SUPT (120)	56.00	WK
1-899	Intern (Blanch High School)	15.00	WK
1-915	PROJECT ACCOUNTANT (55)	18.40	WK
1-905	ASST. SUPERINTENDENT (2ND AVE EXT)	13.00	WK
1-900	VEHICLE ALLOW. (SENIOR PM, PM)	14	MO
1-905	VEHICLE ALLOW. (ASSIST. SUPER)	2	MO
1-895	GAS TRUCKS & OIL - SUPERINTEDENT	13	MO
1-895	GAS TRUCKS & OIL - PROJECT MANAGEMENT	13	MO
1-895	GAS TRUCKS & OIL - General	13	MO
1-045	TRAILER RENT (2 ea 12'x60')	12	MO
1-045	TRAILER DELIVERY, SET-UP, REMOVE	1	EA
1-327	OFFICE FURNITURE - TYPICAL OFFICE	12	MO
1-545	SECURITY SYSTEM - MONTHLY SERVICE (BASE & 2 SENSORS)	1	MO
1-655	CLEANING SERVICE (Trailer)	12	MO
1-520	HOLDING TANK--RENTAL & SERVICE	12	MO
1-327	PLAN TABLES (Construction)	1	EA
1-507	MONTHLY CHARGES (AIR CARD)	13	MO
1-515	CELL PHONES	43	MO
1-507	INSTALL TELEPHONE SYSTEM (For copier / alarm)	1	EA
1-505	Paperless Jobsite - iPads	2	EA
1-507	Computer Networking Fee (IT)	43	MO
1-325	MONTHLY OFFICE SUPPLIES	12	MO
1-980	BOTTLED WATER SERVICE	12	MO
1-326	COPIER LEASE	12	MO
1-326	COPIER MAINT. & SUPPLIES	12	MO
1-085	POSTAGE MONTHLY CHARGES	13	MO
1-310	PLAN REPRODUCTION SERVICES (Vendor) - DRAWING SETS	12	EA
1-991	CLOSEOUT/AS BUILT DOCUMENTS	1	LS
1-312	PROGRESS PHOTOGRAPHS	13	MO
2-071	PROFESSIONAL SURVEYING SERVICES (VERTICAL & HORIZONTAL)	1	LS
1-810	PROJECT CARPENTER - FLAGMAN/CLEAN/SAFETY/MISC	28	WK
1-810	PROJECT LABORER 1 - CLEANUP and MISC LABOR	28	WK
1-100	STORAGE TRAILER RENTAL - 40'	8	MO
1-820	ELEV TEMP PROTECTION (Install & Maintain)	1	EA
1-850	Rough Hardware	1	ALLW
1-850	Misc Tools & Equipment	12	MO
1-550	DUMPSTER PULLS (20 CY)	48	EA
1-655	FINAL CLEANING: GARAGE	240,000	LS
1-620	STREET BARRICADES (barrels, jersey barriers)	600	LF
1-660	TEMP CHAINLINK FENCE, - RENTAL	1	LF
2-114	ROAD SWEEPER	52	EA
1-520	TEMPORARY TOILETS (average 100)	12	MO
1-995	PROJECT SIGN	3	EA

1-225	SAFETY MANAGER (1 Visit/month)+2 visit/mo on shell	12	VISIT
1-210	FIELD SAFETY EQUIPMENT & SUPPLIES	1	LS
1-210	FIRST AID SUPPLIES	12	MO
1-210	HARD HATS & RAINGEAR	1	LS
1-200	Safety Rail	3,512	LF
1-530	ELECTRIC CONSUM. @ BUILDING	9	MO
1-530	ELECTRIC CONSUM. @ FIELD TRAILERS	12	MO
1-530	BUILDING/EQUIP STARTUP & TESTING (Power Consumption)	3	MO
1-540	WATER CONSUMPTION	12	MO
1-540	TEMPORARY WATER METER	1	LS
1-105	FIRE EXTINGUISHER	20	EA
1-018	ENVELOPE CONSULTANT (Mike Gagnon)	1	LS
1-965	PROFESSIONAL INDEPENDENT SCHEDULER	1	LS
1-023	WARRANTY PERIOD RESERVE	1	EA
1-991	RECORD RETENTION	12	MO
*****	*****	*	*****
	***** TOTALS *****	\$1,166,262.00	
*****	*****	*	*****