

**ORDINANCE NO. 2022- 16**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**AN ORDINANCE 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 CONSTRUCTION MANAGER-AT-RISK CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE WHITING-TURNER CONTRACTING COMPANY, FOR THE PALM AIRE BRIDGE PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a First Amendment to the Construction Manager-at-Risk Contract between the City of Pompano Beach and The Whiting-Turner Contracting Company, a copy of which Amendment is attached hereto and incorporated herein 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.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 25th day of January, 2022.

**PASSED SECOND READING** this 18th day of January, 2022.

DocuSigned by:  
*Rex Hardin*  
502CB780EB3F480...

**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:  
*Asceleta Hammond*  
62AB0835850F4A1...

**ASCELETA HAMMOND, CITY CLERK**

/jrm  
12/7/21  
L:ord/2022-68



**FIRST AMENDMENT**

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**THIS IS A FIRST AMENDMENT TO THE CONSTRUCTION MANAGER-AT-RISK CONTRACT** dated February 1, 2022, between:

**CITY OF POMPANO BEACH**, a Florida municipal corporation, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, referred to as "CITY,"

and

**THE WHITING TURNER CONTRACTING COMPANY**, a Maryland corporation authorized to do business in Florida, having its office and place of business at 300 East Joppa Road, Baltimore, Maryland 21286, referred to as "CONTRACTOR,"

collectively referred to as "the Parties."

**WHEREAS**, the Parties entered into a Construction Manager-At-Risk (CMAR) Contract where CITY engaged CONTRACTOR to provide managing general contractor services for the construction of the Palm Aire Bridge Project on September 26, 2019, ("Original Agreement"), and approved by Ordinance No. 2019-84; and

**WHEREAS**, the Parties have agreed, pursuant to Article 6 of the Agreement, to amend the Original Agreement by modifying the Project Construction Budget/Schedule of Values (GMP), as outlined in the new Exhibit "C," and by modifying the Project Schedule, as outlined in the new Exhibit "E," each of which are attached and incorporated in this Amendment No. 1; and to amend certain terms and conditions of the Original Agreement.

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments set forth, the Parties agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and incorporated by this reference.

2. The parties agree to a GMP of Four Million Two Hundred Ten Thousand Three Hundred and Two Dollars (\$4,210,302.00) for the Services as further described in Exhibit “C,” Project Construction Budget/Schedule of Values (GMP), and must be substantially completed and achieve Final Completion in accordance with Exhibit “E,” Project Schedule, attached and incorporated in this First Amendment.

3. Except as specifically described above, or otherwise allowed under the Original Agreement, Contractor accepts, as of the effective date of this First Amendment, the terms of this First Amendment as full and final satisfaction to all submitted claims, adjustments, and contract revisions associated with such First Amendment, and acknowledges, subject to the foregoing, that no further adjustment to the Contractor’s compensation or time for performance shall be allowed in connection with this First Amendment.

4. Contractor assumes the risk of any Preconstruction Services Costs, Direct Construction Costs and General Conditions Cost in excess of the GMP established by this First Amendment, as adjusted by City Approved Change Orders, Construction Change Directive, to the extent such additional Project costs should have been included in the GMP; however, the term of the Original Agreement, as amended, shall not be extended beyond ninety (90) days without City Commission approval.

5. The parties agree that all work shall be completed and the term of the contract shall end by September 30, 2023, in compliance with the terms and conditions set forth by the City’s General Obligation bonds.

6. Except as modified, amended or changed by this First Amendment, all of the terms and conditions of the Original Agreement and any amendments shall remain in full force and effect.

7. Exhibits “C” and “E” are substituted for, and in all references replace, that Exhibit “C,” Project Construction Budget/Schedule of Values (GMP), and Exhibit “E,” Project Schedule, which were attached to, referenced and made a part of the Original Agreement. Exhibit “E,” Project Schedule, may be amended through a Change Order as outlined within the terms of the Original Agreement,

8. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the amendment and extension had been originally included in the Agreement.

9. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against of the Parties than any other.

10. In the event of any conflict or ambiguity between the First Amendment and the Original Agreement, the Parties agree that this First Amendment shall control.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

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

**“CITY”:**

**CITY OF POMPANO BEACH**

DocuSigned by:  
*Reza Hardin*  
By: 502CB780EB3F480...  
REX HARDIN, MAYOR

DocuSigned by:  
*Gregory P. Harrison*  
By: 7052A67F15A44C8...  
GREGORY P. HARRISON, CITY MANAGER

Dated: February 1, 2022

Attest:

DocuSigned by:  
*Asceleta Hammond*  
62AB0835850F4A1...  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

DocuSigned by:  
*Mark E. Berman*  
B4DD5E1CDA804A1...  
MARK E. BERMAN, CITY ATTORNEY



**"CONTRACTOR":**

Witnesses:

**The Whiting-Turner Contracting Company**

[Signature]  
Dee Lamb

Print Name

[Signature]  
Frank Zarembo

Print Name

By: [Signature]  
Bob Minutoli Jr., Senior Vice President

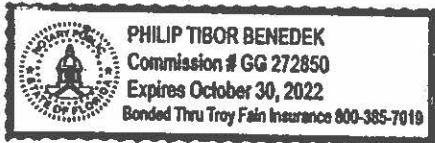
STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 7<sup>th</sup> day of December, 2021 by <sup>Robert Minutoli Jr.</sup> ~~Timothy J. Regan~~ as President of The Whiting-Turner Contracting Company, a Maryland corporation authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

G. W. C. WHITING  
(1883-1974)

WILLARD HACKERMAN  
(1918-2014)

## Exhibit C

FOUNDED 1909

TIMOTHY J. REGAN  
PRESIDENT AND CEO

# THE WHITING-TURNER CONTRACTING COMPANY

## ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT  
GENERAL CONTRACTING  
DESIGN-BUILD  
SPECIALTY CONTRACTING  
PRECONSTRUCTION  
BUILDING INFORMATION MODELING  
INTEGRATED PROJECT DELIVERY

1901 WEST CYPRESS CREEK ROAD, SUITE 101  
FT. LAUDERDALE, FL 33309  
954-776-0800

INSTITUTIONAL  
COMMERCIAL  
CORPORATE  
TECHNOLOGY  
INDUSTRIAL/PROCESS  
INFRASTRUCTURE  
SUSTAINABILITY

10/06/2021

The City of Pompano Beach  
Community Redevelopment Agency  
Mr. Fernand Thony  
100 W. Atlantic Boulevard  
Pompano Beach, FL 33060

Re: GMP Palm Aire Bridges City Project #19358

Dear Mr. Thony,

We have reviewed 100% Plans "Bid Set", dated 06/21/2021, Construction Document plans prepared by TY-LIN International, and have prepared this Guaranteed Maximum Price (GMP) proposal for your consideration. Our Guaranteed Maximum Price for the base scope of work is Four Million Two Hundred Ten Thousand Three Hundred Two Dollars (\$4,210,302.00).

The GPM proposal includes a CPM project schedule. It reflects anticipated activity logic, durations, and start/finish dates. The anticipated project Notice to Proceed date is November 23, 2021. Construction should start once the permit is approved and issued by the City Building Department by January 11, 2022 and will be substantially complete by July 26, 2023.

The attached Summary, Cost of Work, Budget Clarifications, General Conditions Summary, CPM Schedule, Drawing Log, and Local Business Participation Form provide detailed back-up information related to this proposal.

Whiting-Turner is looking forward to working with the City and TY-LIN International on this important G.O. Bond project.

Please call us if you have any questions.

Very Truly Yours,

**THE WHITING-TURNER CONTRACTING COMPANY**

Dee Lamb  
Project Manager

Cc: Horacio Danovich – City of Pompano



**PROJECT: Palm Aire Bridge Improvement Project**

**SUBMITTED TO: City of Pompano Beach**

**PRICING STATUS: GMP Budget**

**DATE: 10.01.2021**

<b>PROJECT SUMMARY COST</b>		
<b>PHASE #1</b>		
<b>North Bridge, West Bridge, and Landscaping Area</b>		
		10.01.2021 - GMP Budget T•Y•LIN 100% Drawings, dated 06/21/2021
<b>DIV</b>	<b>DESCRIPTION</b>	<b>TOTALS</b>
1A	General Conditions	\$556,155
1B	General Requirements	\$307,775
02C	Sitework - Striping & Signage	\$19,868
03A	Drainage	Excluded
03B	Watermain	Excluded
32A	Irrigation	\$204,000
33A	Landscape	\$280,676
33B	Site Furnishings	\$58,580
<b>N. Bridge</b>		
02A	N. Bridge: Sitework - Demo/Protection	\$35,621
02B	N. Bridge: Sitework - Paving and Sidewalk	\$75,215
26A	N. Bridge: Electrical	\$176,500
35A	N. Bridge: Bridge and Seawall	\$841,150
<b>N. Bridge Subtotal</b>		<b>\$1,128,486</b>
<b>W. Bridge</b>		
02A	W. Bridge: Sitework - Demo/Protection	\$32,975
02B	W. Bridge: Sitework - Paving and Sidewalk	\$59,327
26A	W. Bridge: Electrical	\$179,500
35A	W. Bridge: Bridge and Seawall	\$557,450
<b>W. Bridge Subtotal</b>		<b>\$829,252</b>
<b>SUB-TOTAL 1</b>		<b>\$3,384,791</b>
General Liability Insurance		\$40,617
*Allowance for Builder's Risk Insurance (2%)		\$80,220
Fee		\$220,000
Permit Allowance		\$50,000
Impact Fees		By Owner
<b>SUB-TOTAL 2</b>		<b>\$3,775,628</b>
Contingency		\$247,090
Contingency for Inflation from Date of GMP Budget		\$30,000
WT P&P Bond		\$41,532
<b>SUB-TOTAL 3</b>		<b>\$4,094,249</b>
<b>PROJECT TOTAL (Phase #1)</b>		<b>\$4,094,249</b>



PROJECT: Palm Aire Bridge Improvement Project

SUBMITTED TO: City of Pompano Beach

PRICING STATUS: GMP Budget

DATE: 10.01.2021

BASE SCOPE COST OF WORK

10/01/2021 - GMP Budget T-Y-LIN 100% Drawings, dated 06/21/2021

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	SUB	COMMENTS
<b>GENERAL REQUIREMENTS</b>						
<b>01B General Requirements</b>						
1 Sitework Mob	1	LS	\$4,225	\$4,225	CSR	
2 MOT	1	LS	\$15,000	\$15,000	ML	
3 MOT - VMS Boards	2,000	DY	\$12	\$24,000	ML	
4 Pedestrian temp. Walkways/Barricades	20	EA	\$150	\$3,000	WT	
5 Subcontractor P&P Bonds	1	LS		\$0		
6 Civil P&P Bond	1	LS	\$5,500	\$5,500	CSR	
7 Marine P&P Bond	1	LS	\$32,000	\$32,000	ML	
8 Electrician P&P Bond	1	LS	\$7,100	\$7,100	CC	
9 Landscaping P&P Bond	1	LS	\$9,600	\$9,600	Cutting Edge	
10 Silt Fence Along Canal and NPDES	2,350	FT	\$5	\$11,750	CSR	
11 Inlet Protection	7	EA	\$500	\$3,500	CSR	
12 Survey, Layout and Record Drawings - Bridge	1	LS	\$15,000	\$15,000	Keith	Includes asbuilt survey of the bridge asphalt before demo and new asphalt installation.
13 Survey, Layout and Record Drawings - Electrical	1	LS	\$15,000	\$15,000	Keith	
14 Survey, Layout and Record Drawings - Civil	1	LS	\$10,000	\$10,000	Keith	
15 Survey, Layout and Record Drawings - Irrigation	1	LS	\$10,000	\$10,000	Keith	
16 Geotechnical Testing and Inspections	1	LS	\$15,000	\$15,000	Florida Engineering	
17 Water Truck for Dust Control	1	LS	\$10,000	\$10,000	WT	
18 Temp Water Meter for Dust Control	1	LS	\$5,000	\$5,000	WT	
19 Utility Locates	110	EA	\$450	\$49,500	Keith	
20 Video Existing Site(Pre and Post Construction) / Photos	1	LS	\$15,000	\$15,000	WT	
21 Friday/Nonwork Hour Inspections and Premium Time	1	LS	\$10,000	\$10,000	WT	
22 SOD Restoration at Laydown Yard / Fencing at Laydown Area			Excluded	Excluded		
23 Laydown Yard Fencing			Excluded	Excluded		
24 Drawings & Specs/As-builts	1	LS	\$3,500	\$3,500	WT	
25 Equipment Rental (lifts, tools, etc.)	1	LS	\$5,000	\$5,000	WT	
26 Project Signs	1	LS	\$3,000	\$3,000	WT	
27 Aerial Photos	1	LS	Excluded	Excluded		
28 Safety Materials	1	LS	\$1,500	\$1,500	WT	Hardhats, vests, eye protection
29 Port-o-lets - Sanitary Facilities	18	MO	\$300	\$5,400	WT	
30 Jobsite Fire Protection	1	LS	\$1,000	\$1,000	WT	
31 Final Clean Up	1	LS	\$3,200	\$3,200	WT	
32 Third Party Consultant (WGI)	1	LS	\$15,000	\$15,000	WT	
<b>Subtotal</b>				<b>\$307,775</b>		
<b>SITWORK</b>						
<b>North Bridge</b>						
<b>02A Demo/Protection</b>						
33 Clear & Grub	0		N/A	\$0		Not Required
34 Import, Place Fill	1	AL	\$7,500	\$7,500	CSR	
35 Conc. Sidewalk Removal/Disposal	195	SY	\$40	\$7,800	CSR	
36 Regular Excavation	0		N/A	\$0		Not Required
37 Asphalt Milling Existing Landside Pavement 1", Bridge Milling 1-1/2"	1,965	SY	\$9.55	\$18,766	CSR	
38 Guardrail Removal	106	LF	\$14.67	\$1,555	CSR	
<b>Subtotal</b>				<b>\$35,621</b>		
<b>02B Paving and Sidewalk</b>						
39 6" Thick Concrete Sidewalk (Excluding Bridge)	1,425	SF	\$15	\$21,375	CSR	
40 4" Thick Concrete Sidewalk (Excluding Bridge)	N/A	LS	N/A	\$0		Not Required
41 ADA Curb Ramps w/ Det Warn	5	EA	\$1,258	\$6,290	CSR	
42 Commercial Mat'l to Maint. Sidewalks			N/A	\$0		
43 1" Asphalt AC SC FC 9.5 Traf B	1,965	SY	\$13.53	\$26,586	CSR	Using Dave's Asphalt.
44 Guardrail on the Land	125	LF	\$49.50	\$6,188	CSR	
45 Type F Curb	100	LF	\$36.76	\$3,676	CSR	
46 Rock and Asphalt Guardrail Mow Strips	375	SF	\$29.60	\$11,100	CSR	
<b>Subtotal</b>				<b>\$75,215</b>		
<b>North Bridge Sitework Subtotal</b>				<b>\$110,836</b>		
<b>West Bridge</b>						
<b>02A Demo/Protection</b>						
50 Clear & Grub	0	LS	N/A	\$0		Not Required
51 Import, Place Fill	1	AL	\$7,500	\$7,500	CSR	
52 Conc. Sidewalk Removal/Disposal	112	SY	\$46.88	\$5,251	CSR	
53 Regular Excavation	0		N/A	\$0		Not Required
54 Milling Existing Pavement 1-1/2"	1,670	SY	\$10.38	\$17,335	CSR	
55 Guardrail Removal	197	LF	\$14.67	\$2,890	CSR	
<b>Subtotal</b>				<b>\$32,975</b>		
<b>02B Paving and Sidewalk</b>						
56 6" Thick Concrete Sidewalk (Excluding Bridge)	1,200	SF	\$15	\$18,000	CSR	
57 4" Thick Concrete Sidewalk (Excluding Bridge)			N/A	\$0		Not required
58 ADA Curb Ramps w/ Det Warn	4	EA	\$1,740	\$6,960	CSR	
59 Commercial Mat'l to Maint. Sidewalks			N/A	\$0		
60 1" Asphalt AC SC FC 9.5 Traf B	1,670	SY	\$13.55	\$22,629	CSR	Using Dave's Asphalt.
61 Guardrail on the Land	200	LF	\$49.50	\$9,900	CSR	
76 Type F Curb	50	LF	\$36.76	\$1,838	CSR	
<b>Subtotal</b>				<b>\$59,327</b>		
<b>West Bridge Sitework Subtotal</b>				<b>\$92,302</b>		
<b>North and West Sitework Subtotal</b>				<b>\$203,137.37</b>		
<b>02C Striping &amp; Signage</b>						
46 Temporary Striping	1	LS	\$2,044	\$2,044	Line Design	
47 Thermoplastic Striping and Signage	1	LS	\$11,224	\$11,224	Line Design	
48 Rolling MOT	1	LS	\$3,600	\$3,600	Line Design	
49 Repair relocated existing signpost and bring up to code	1	AL	\$3,000	\$3,000	WT	
<b>Subtotal</b>				<b>\$19,868</b>		
<b>ELECTRICAL</b>						
<b>26A Electrical</b>						
<b>North Bridge</b>						
50 North Palm Aire Bridge - Spare Conduit Across Bridge	1	LS	\$7,700	\$7,700	Current Connections	
52 North Palm Aire Bridge - Bridge Luminaires	1	LS	\$102,500	\$102,500	Current Connections	
54 North Palm Aire Bridge - Service Point	1	LS	\$30,000	\$30,000	Current Connections	
56 North Palm Aire Bridge - Underground Service to FPL	1	LS	\$36,300	\$36,300	Current Connections	
<b>North Bridge Subtotal</b>				<b>\$176,500</b>		
<b>West Bridge</b>						
57 West Palm Aire Bridge - Spare Conduit Across Bridge	1	LS	\$6,300	\$6,300	Current Connections	
51 West Palm Aire Bridge - Bridge Luminaires	1	LS	\$85,000	\$85,000	Current Connections	
53 West Palm Aire Bridge - Service Point	1	LS	\$30,000	\$30,000	Current Connections	
55 West Palm Aire Bridge - Underground Service to FPL	1	LS	\$30,300	\$30,300	Current Connections	
57 Pump Electrical Power Feed	1	LS	\$27,600	\$27,600	Current Connections	
58 Temp for Test Permit	3	EA	\$100	\$300	Current Connections	
<b>West Bridge Subtotal</b>				<b>\$179,500</b>		
<b>North and West Electrical Subtotal</b>				<b>\$356,000</b>		



PROJECT: Palm Aire Bridge Improvement Project

SUBMITTED TO: City of Pompano Beach

PRICING STATUS: GMP Budget

DATE: 10.01.2021

BASE SCOPE COST OF WORK

10/01/2021 - GMP Budget T-Y-LIN 100% Drawings, dated 06/21/2021

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	SUB	COMMENTS
<b>LANDSCAPE AND IRRIGATION</b>						
<b>32A Irrigation</b>						
59 Boring & Sleeving	1	LS	\$25,000	\$25,000	Cutting Edge	
60 Irrigation System	1	LS	\$129,000	\$129,000	Cutting Edge	
61 Hoover Pump Station	1	LS	\$45,000	\$45,000	Cutting Edge	
62 Relocate Existing Irrigation Lines that Interfere with New Work	1	LS	\$5,000	\$5,000	WT	
				<b>\$204,000</b>		
<b>33A Landscape</b>						
63 Root Barrier	1	LS	\$11,091	\$11,091	Cutting Edge	
64 Soil Extraction	705	CY	\$70	\$49,350	Cutting Edge	Tree areas excavated 6' x 6' to 36" depth.
65 Tree Trimming	1	LS	\$8,830	\$8,830	Cutting Edge	
66 Planting Soil	897	CY	\$45	\$40,365	Cutting Edge	
67 Mulch	960	Bag	\$6	\$5,760	Cutting Edge	
68 Tree Protection	1	LS	\$18,425	\$18,425	Cutting Edge	
69 Trees	1	LS	\$82,740	\$82,740	Cutting Edge	
70 Shrubs	1	LS	\$14,502	\$14,502	Cutting Edge	
71 SOD	61,844	SF	\$0.81	\$50,094	Cutting Edge	
				<b>\$280,676</b>		
<b>33B Site Furnishings</b>						
72 Benches	8	EA	\$4,500	\$36,000	CSR	Priced includes City standard Benches, manufactured by Landscape Forms, Austin series.
73 Trash Cans	6	EA	\$2,600	\$15,600	CSR	Priced includes City standard Trash Cans, manufactured by Landscape Forms, Austin series.
74 Handle, Store, and Install Benches and Trash Cans	1	LS	\$1,380	\$1,380	CSR	
75 Furniture Concrete pads	14	EA	\$400	\$5,600	CSR	
				<b>\$58,580</b>		
				<b>\$543,256</b>		
<b>BRIDGE WORK</b>						
<b>35A Bridge WORK</b>						
<b>North Bridge</b>						
76 Mobilization	1	LS	\$45,000.00	\$45,000	ML	
77 M.O.T.			Included	Included		See General Requirements
78 Silt/Sedimentation Control	1	LS	\$4,200	\$4,200	ML	Turbidity Barrier
79 Dumpster/Disposal	1	LS	\$3,600	\$3,600	ML	
80 Layout	1	LS	\$4,800	\$4,800	ML	Survey cost is included in the General Requirements
81 Testing & Inspections			Included	Included		See General Requirements
82 Concrete Demo	1	LS	\$128,800	\$128,800	ML	
83 Concrete Sidewalk and Bridge Rail Curbs	1	LS	\$188,000	\$188,000	ML	
84 Concrete Endwalls	1	LS	\$23,000	\$23,000	ML	
85 Road Panel "Clips"	1	LS	\$56,000	\$56,000	ML	
86 Bridge GPR Scanning for Clip Install	1	AL	\$16,000	\$16,000	GPRS	
87 Bridge New Guardrail	1	LS	\$251,750	\$251,750	ML	
88 Enhancement For Concrete Wall (Artwork by Dennis Friel)	1	LS	\$30,000	\$30,000	ML	Artwork by Dennis Friel
89 Sand Blast Bridge Name and City Logo Endwalls	1	LS	\$15,000	\$15,000	ML	
90 Mount New Irrigation Main Under Both Bridges	1	LS	\$42,000	\$42,000	ML	
91 Bridge Joint Treatment	1	AL	\$23,000	\$23,000	ML	
92 Relocate the Data Utility Conduit and Cable Mounted on the Side of the Bridge.	1	AL	\$10,000	\$10,000	WT	
				<b>\$841,150</b>		
<b>West Bridge</b>						
92 Mobilization	1	LS	\$35,000.00	\$35,000	ML	
93 M.O.T.			Included	Included		See General Requirements
94 Silt/Sedimentation Control	1	LS	\$6,300	\$6,300	ML	Turbidity Barrier
95 Dumpster/Disposal	1	LS	\$2,400	\$2,400	ML	
96 Layout	1	LS	\$3,200	\$3,200	ML	Survey cost is included in the General Requirements
97 Testing & Inspections			Included	Included		See General Requirements
98 Concrete Demo	1	LS	\$78,000	\$78,000	ML	
99 Concrete Sidewalk and Bridge Rail Curbs	1	LS	\$76,000	\$76,000	ML	
100 Concrete Endwalls	1	LS	\$23,000	\$23,000	ML	
101 Road Panel "Clips"	1	LS	\$44,000	\$44,000	ML	
102 Bridge GPR Scanning for Clip Install	1	AL	\$16,000	\$16,000	GPRS	
103 Bridge New Guardrail	1	LS	\$179,550	\$179,550	ML	
104 Enhancement For Concrete Wall (Artwork by Dennis Friel)	1	LS	\$20,000	\$20,000	ML	Artwork by Dennis Friel
105 Sand Blast Bridge Name and City Logo Endwalls	1	LS	\$15,000	\$15,000	ML	
106 Mount New Irrigation Main Under Both Bridges	1	LS	\$36,000	\$36,000	ML	
107 Bridge Joint Treatment	1	AL	\$23,000	\$23,000	ML	
				<b>\$857,450</b>		
				<b>\$1,398,600</b>		
<b>TOTAL COST OF WORK (BID)</b>				<b>\$2,828,636</b>		



PROJECT: Palm Aire Bridge Improvement Project

SUBMITTED TO: City of Pompano Beach

PRICING STATUS: GMP Budget

DATE: 10.01.2021

**PHASE #2 - Landscaping South West of the W. Palm Aire Drive Bridge**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
<b>SITEWORK</b>					
<b>02A Demo/Protection</b>					
1 Import, Place Fill	2,385	SF	\$2.50	\$5,963	
	<b>Subtotal</b>			<b>\$5,963</b>	
<b>02B Paving and Sidewalk</b>					
2 6" Thick Concrete Sidewalk (Excluding Bridge)	2,385	SF	\$15.00	\$35,775	
	<b>Subtotal</b>			<b>\$35,775</b>	
<b>LANDSCAPE AND IRRIGATION</b>					
<b>33A Landscape</b>					
3 Tree Trimming	1	LS	\$2,960.00	\$2,960	
4 Soil Extraction	26	CY	\$70.00	\$1,820	
5 Planting Soil	57	CY	\$45.00	\$2,565	
6 Mulch	80	Bag	\$5.50	\$440	
7 Tree Protection	1	LS	\$7,625.00	\$7,625	
8 BAV - Verawood	14	EA	\$495.00	\$6,930	
9 CAJ - Apple Blossom	8	EA	\$965.00	\$7,720	
10 SOD	5,000	SF	\$0.81	\$4,050	
11 Irrigation	1	LS	\$6,890.00	\$6,890	
	<b>Subtotal</b>			<b>\$41,000</b>	
<b>TOTAL COST OF WORK (BID)</b>				<b>\$82,738</b>	



**PROJECT: Palm Aire Bridge Improvement Project**  
**SUBMITTED TO: City of Pompano Beach**  
**PRICING STATUS: GMP Budget**  
**DATE: 10.01.2021**

**BID CLARIFICATIONS**

<b><u>General Clarifications</u></b>	
1	Permit Fees: An Owner controlled permit allowance is included with this proposal. All permits obtained by Whiting-Turner will be reimbursed from the permit allowance.
2	Impact Fees are excluded and are by Owner.
3	All unidentified utilities in conflict with the scope of work, that require relocating, will incur additional costs.
4	Improvements to the bridge and surrounding area are included to the extent shown on the plans and GMP budget. No consideration is included for updating bridge piles, pile caps, concrete decking, rip-rap, or any other bridge structure components not shown in the drawings.
5	Exclude relocation of any existing utility's.
6	This bid excludes any hazardous materials, asbestos removal, buried trash, or special handling of ground water due to near-by contamination.
7	Assume no government standard wage rate requirements for this project.
8	Exclude any road drainage problems in the area of construction.
9	Other than the bridge dowel u-bar clip, exclude repair and addressing any existing pavement and base material areas where reflective cracking, settlement, drainage, root heave exist.
10	We assume that no part of the project is located within a wellfield zone.
11	Assumed the closed road areas next to the bridges can be used as staging areas during construction.
12	KEITH & Associates shall be used to perform all survey & as-built work for all contractors. This includes bridge, sitework, irrigation & electrical.
13	Florida Engineering shall be used for all testing & inspections.
14	Silt fence shall be included on the bank of the canal on both sides between North Palm Aire Bridge & West Palm Aire Bridge.
15	Pricing is based on current material cost. An allowance is included for material cost escalation for date of GMP until approve of submittal and procurement of material.
<b><u>Paving and Sidewalk</u></b>	
16	Assumed that all easements and right-of-way are free of organic or deleterious material and that the excavated material is suitable for backfill.
17	Baserock under sidewalk is excluded. It is assumed the existing soil can meet compaction requirements.
<b><u>Clarifications - Sitework</u></b>	
18	Relocation of underground utilities, FPL power poles, or light poles is excluded.
19	Not responsible for birdbaths or water flow when projects are designed with less than 2% fall (asphalt paving)
20	Site furnishings have been priced using Landscape forms Austin benches & trash receptacles to follow recent City of Pompano Beach Projects. Landscape forms Austin benches & trash receptacles are more expensive then the spec'd benches & trash receptacles in the drawings.
<b><u>Clarifications - Electrical</u></b>	
21	Engineering for electrical scopes will be by the City/Electrical Consultant.
22	Excludes FPL connections fees or meter deposits. Utility fees to be deducted from permit allowance.
23	Includes furnishing and installing all conduit and wire, control box, breaker, and meter.
24	Includes furnish and installation of decorative bridge guardrail lights and mural luminaires. Excludes any pedestrian or landscape lighting not on the bridge.
25	Assume the point of connection of power for the W Palm Aire Bridge is located at the transformer on the SW corner of SW 36th Ave & West Palm Aire Dr. The power feed for N Palm Aire Bridge is not specified on the drawings. However, WT assumed it is being feed from a transformer located roughly 500' from the NE corner of N Palm Aire Bridge.
<b><u>Clarifications - Landscaping &amp; Irrigation</u></b>	
26	Exclude landscape root pruning. Drawings do not call for landscape root pruning.
27	Include soil removal and planting material for all new landscape beds. The area for removal and install includes a depth of 36" for Shrub beds and 36" deep by 6' x 6' wide for new trees.



**PROJECT: Palm Aire Bridge Improvement Project**  
**SUBMITTED TO: City of Pompano Beach**  
**PRICING STATUS: GMP Budget**  
**DATE: 10.01.2021**

**BID CLARIFICATIONS**

28	Include sod restoration for electrical and irrigation trenching, around new concrete pads; pump station, bridge end walls, and bike and bench concrete pads.
29	An allowance is included to cover the cost associated with unidentified irrigation relocations to perform new work. If any irrigation work is required it will be deducted from this allowance and then Contingency line item as needed.
30	All irrigation sleeving shall be directionally bored using a 2" or 8" sleeve. Sleeving under existing sidewalks shall be included.
31	Included is a rainbird LXM 48 ME control clock. This clock is being used to accommodate the number of zones required.
<b><u>Clarifications - Bridge and Seawall</u></b>	
32	An allowance is included for bridge joint treatment. However, a detail & design has not been provided. This included allowance as well as contingency shall be used as needed to fund final bridge joint installation.
33	Included is artwork by local artist Dennis Friel for the artwork designed for the bridge end walls. Included is (8) unique works of art, (1) on each corner for both W Palm Aire & N Palm Air Bridges. Artwork shall be printed on 3MIJ180cv3 Vinyl with 3M 8520 matt lamination and installed on aluminum panels that will be mounted on concrete end walls. Price of artwork licensing based on same terms and agreements as arranged in Atlantic Blvd Bridge agreement where the artist retains image rights and artwork ownership. Artwork license will not be granted to any other municipal public art project.
34	An existing Crown Castle utilities conduit is mounted on the south side of N Palm Aire Bridge. An allowance has been included of \$10,000.00 for relocation & reinstallation in order to perform new bridge concrete work.



**PROJECT: Palm Aire Bridge Improvement Project**

**SUBMITTED TO: City of Pompano Beach**

**PRICING STATUS: GMP Budget**

**DATE: 10.01.2021**

Item #	Description	Pending Costs	Potential Cost Reduction	Potential Cost Addition	Items the City Accepts	Comments
1	Remove Hoover flowguard water management system with cellular modem.		\$15,000			
2	Benches per the drawing specifications and not the City standard.		\$20,000			
3	Trash Cans per the drawing specifications and not the City standard.		\$6,600			
4	6" sidewalk included in budget. Cost saving to install 4" sidewalk.		\$10,000			
			<b>\$51,600</b>			

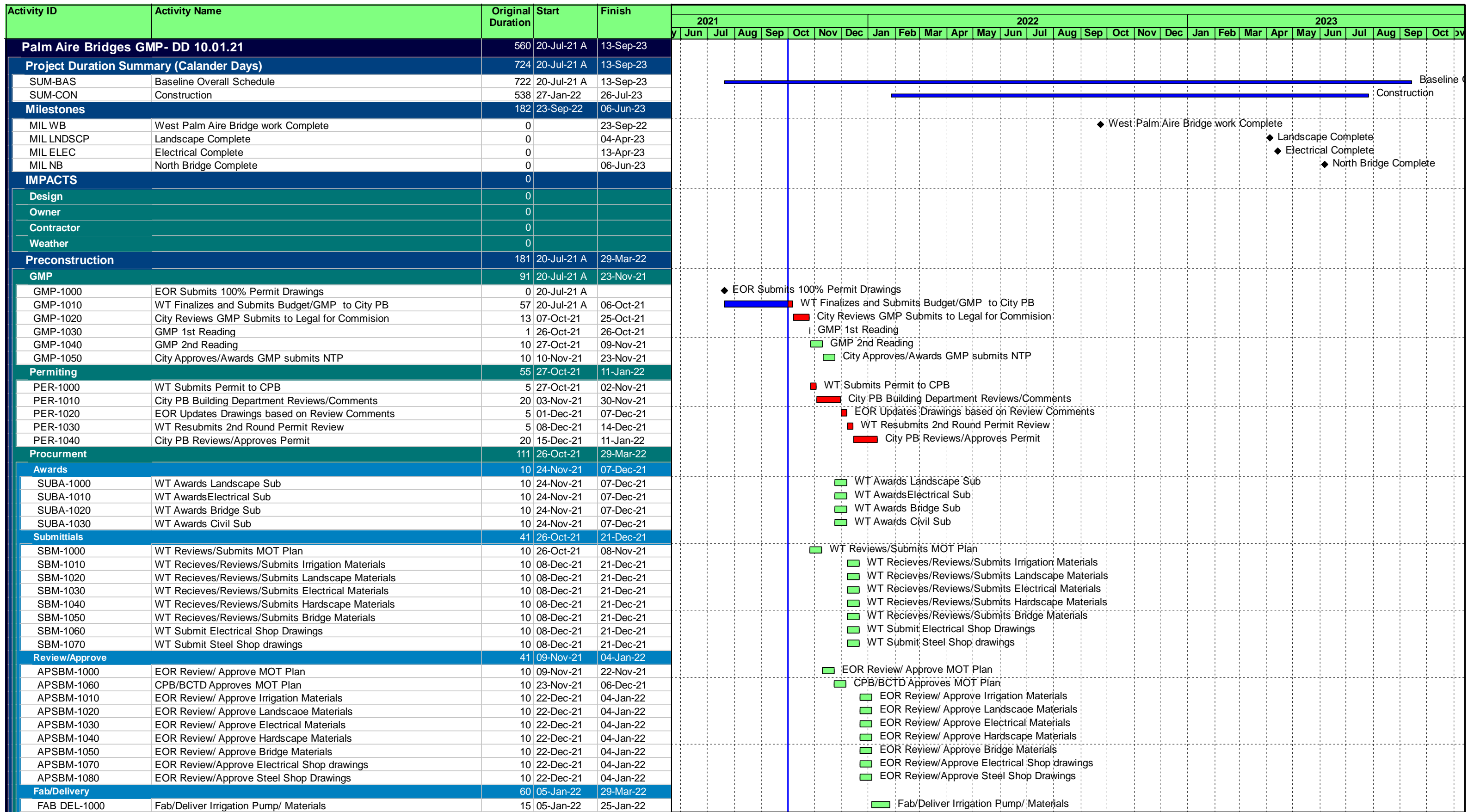


**PROJECT: Palm Aire Bridge Improvement Project**  
**SUBMITTED TO: City of Pompano Beach**  
**PRICING STATUS: GMP Budget**  
**DATE: 10.01.2021**  
**DRAWING LOG**

## Palm Aire Bridge Improvement Project Drawing Log

Sheet Number	Sheet Title	Eng/Arch	Initial Dwg Set	100% Bid Set	Current Set
<b>Roadway</b>					
1	Cover Sheet	TYLIN	8/14/2020	10/23/2020	10/23/2020
2	Signatures Sheet	TYLIN	8/14/2020	10/23/2020	10/23/2020
3	General Notes	TYLIN	8/14/2020	6/21/2021	6/21/2021
4	Typical Section	TYLIN	8/14/2020	6/21/2021	6/21/2021
5	Typical Section Details	TYLIN	8/14/2020	6/21/2021	6/21/2021
6	RoadWay Plan N. Palm Aire DR.	TYLIN	8/14/2020	6/21/2021	6/21/2021
7	Roadway Plan W. Palm Aire DR.	TYLIN	8/14/2020	6/21/2021	6/21/2021
15	Pompano Beach Standard Details	TYLIN	8/14/2020	6/21/2021	6/21/2021
24	S.W.P.P.P Details	TYLIN		6/21/2021	6/21/2021
25	S.W.P.P.P Details	TYLIN		6/21/2021	6/21/2021
26	S.W.P.P.P Details	TYLIN		6/21/2021	6/21/2021
46	Phase II (Alternate)	TYLIN		6/21/2021	6/21/2021
<b>Signing and Pavement Markings</b>					
8	Signing and Pavement Marking Plan N. Palm Aire DR.	TYLIN	8/14/2020	6/21/2021	6/21/2021
9	Signing and Pavement Marking Plan W. Palm Aire DR.	TYLIN	8/14/2020	6/21/2021	6/21/2021
13	BC Signing and Pavement Markings Details (2)	TYLIN	8/14/2020	6/21/2021	6/21/2021
14	BC Signing and Pavement Markings Details (1)	TYLIN	8/14/2020	6/21/2021	6/21/2021
<b>Temporary Traffic Control Plan</b>					
10	Temporary Traffic Control Plan - General Notes	TYLIN	8/14/2020	6/21/2021	6/21/2021
11	Temporary Traffic Control Plans - Phase A	TYLIN	8/14/2020	6/21/2021	6/21/2021
12	Temporary Traffic Control Plans -Phase B	TYLIN	8/14/2020	6/21/2021	6/21/2021
<b>Electrical</b>					
16	Lighting Fixtures and Photometry Layout (1)	TYLIN	8/14/2020	6/22/2021	6/22/2021
17	Lighting Fixtures and Photometry Layout (2)	TYLIN	8/14/2020	6/22/2021	6/22/2021
18	Lighting Fixtures and Photometry Layout (3)	TYLIN	8/14/2020	6/22/2021	6/22/2021
19	Lighting Fixtures and Photometry Layout (4)	TYLIN	8/14/2020	6/22/2021	6/22/2021
20	Lighting Fixtures and Photometry Layout (5)	TYLIN	8/14/2020	6/22/2021	6/22/2021
21	Lighting General Notes	TYLIN	8/14/2020	6/22/2021	6/22/2021
22	Lighting Plan - W. Palm Aire DR.	TYLIN	8/14/2020	6/22/2021	6/22/2021
23	Lighting Plan - N. Palm Aire DR.	TYLIN	8/14/2020	6/22/2021	6/22/2021
<b>Irrigation</b>					
IR-1	Irrigation Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
IR-1.1	Irrigation Plan - Phase 2	TYLIN	8/14/2020	6/21/2021	6/21/2021
IR-2	Irrigation Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
IR-3	Irrigation Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
IR-4	Irrigation Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
IR-5	Irrigation Schedule and Notes	TYLIN	8/14/2020	6/21/2021	6/21/2021
IR-6	Irrigation Details	TYLIN	8/14/2020	6/21/2021	6/21/2021
IR-7	Irrigation Details	TYLIN	8/14/2020	6/21/2021	6/21/2021
<b>Landscape</b>					
L-1	Proposed Landscape Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
L-1.1	Proposed Landscape Plan - Phase 2	TYLIN	8/14/2020	6/21/2021	6/21/2021
L-1.2	Landscape Schedule, Notes and Details - Phase 2	TYLIN	8/14/2020	6/21/2021	6/21/2021
L-2	Proposed Landscape Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
L-3	Proposed Landscape Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
L-4	Proposed Landscape Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
L-5	Landscape Schedule, Notes and Details Site Furnishings	TYLIN	8/14/2020	6/21/2021	6/21/2021
L-6	Proposed Furnishings	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-1	Tree Disposition Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-1.1	Tree Disposition Plan - Phase 2	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-1.2	Tree Disposition Images - Phase 2	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-1.3	Tree Disposition Notes and Details - Phase 2	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-2	Tree Disposition Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-3	Tree Disposition Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-4	Tree Disposition Plan	TYLIN	8/14/2020	6/21/2021	6/21/2021
LE-5	Tree Disposition Images	TYLIN	8/14/2020	6/21/2021	6/21/2021

LE-6	Tree Disposition Schedule, Notes and Details	TYLIN	8/14/2020	6/21/2021	6/21/2021
<b>Structural</b>					
S-1	Key Sheet	TYLIN	8/14/2020		8/14/2020
S-2	Signature Sheet	TYLIN	8/14/2020		8/14/2020
S-3	General Notes	TYLIN	8/14/2020	6/22/2021	6/22/2021
S1-1	W Palm Aire Bridge Plan And Elevation	TYLIN	8/14/2020	6/22/2021	6/22/2021
S1-2	W Palm Aire Bridge Dowel Plan & Details	TYLIN	8/14/2020	6/22/2021	6/22/2021
S1-3	W Palm Aire Bridge Typical Sections	TYLIN	8/14/2020	6/22/2021	6/22/2021
S1-4	W Palm Aire Bridge Details	TYLIN		6/22/2021	6/22/2021
S1-5	W Palm Aire Bridge Monument Wall Details	TYLIN		6/22/2021	6/22/2021
S1-6	W Palm Aire Bridge Reinforcing Bar List	TYLIN		6/22/2021	6/22/2021
S2-1	N Palm Aire Bridge Plan And Elevation	TYLIN	8/14/2020	6/22/2021	6/22/2021
S2-2	N Palm Aire Bridge Dowel Plan and Details	TYLIN	8/14/2020	6/22/2021	6/22/2021
S2-3	N Palm Aire Bridge Typica Sections	TYLIN	8/14/2020	6/22/2021	6/22/2021
S2-4	N Palm Aire Bridge Details	TYLIN		6/22/2021	6/22/2021
S2-5	N Palm Aire Bridge Monument Wall Details	TYLIN		6/22/2021	6/22/2021
S2-6	N Palm Aire Bridge Reinforcing List	TYLIN		6/22/2021	6/22/2021
<b>Geotechnical</b>					
TOPO-1	Topographic Survey	KEITH	7/24/2020		7/24/2020
TOPO-2	Topographic Survey	KEITH	7/24/2020		7/24/2020
TOPO-3	Topographic Survey	KEITH	7/24/2020		7/24/2020
TOPO-4	Topographic Survey	KEITH	7/24/2020		7/24/2020
TOPO-5	Topographic Survey	KEITH	7/24/2020		7/24/2020
		KEITH	7/24/2020		7/24/2020



Start: 20-Jul-21  
 Finish: 13-Sep-23  
 Data Date: 01-Oct-21  
 Run Date: 06-Oct-21

■ Remaining Level of Effort    ■ Critical Remaining Work  
■ Planned Level of Effort    ▲ Start Constraint  
▬ Actual Work    ◆ Milestone  
■ Remaining Work

**The Whiting-Turner Contracting Co.**

PAB-GMP-1 Palm Aire Bridges GMP- DD 10.01.21 1 of 5

**DW - All Activities Bar Chart W/ TF, TRA**









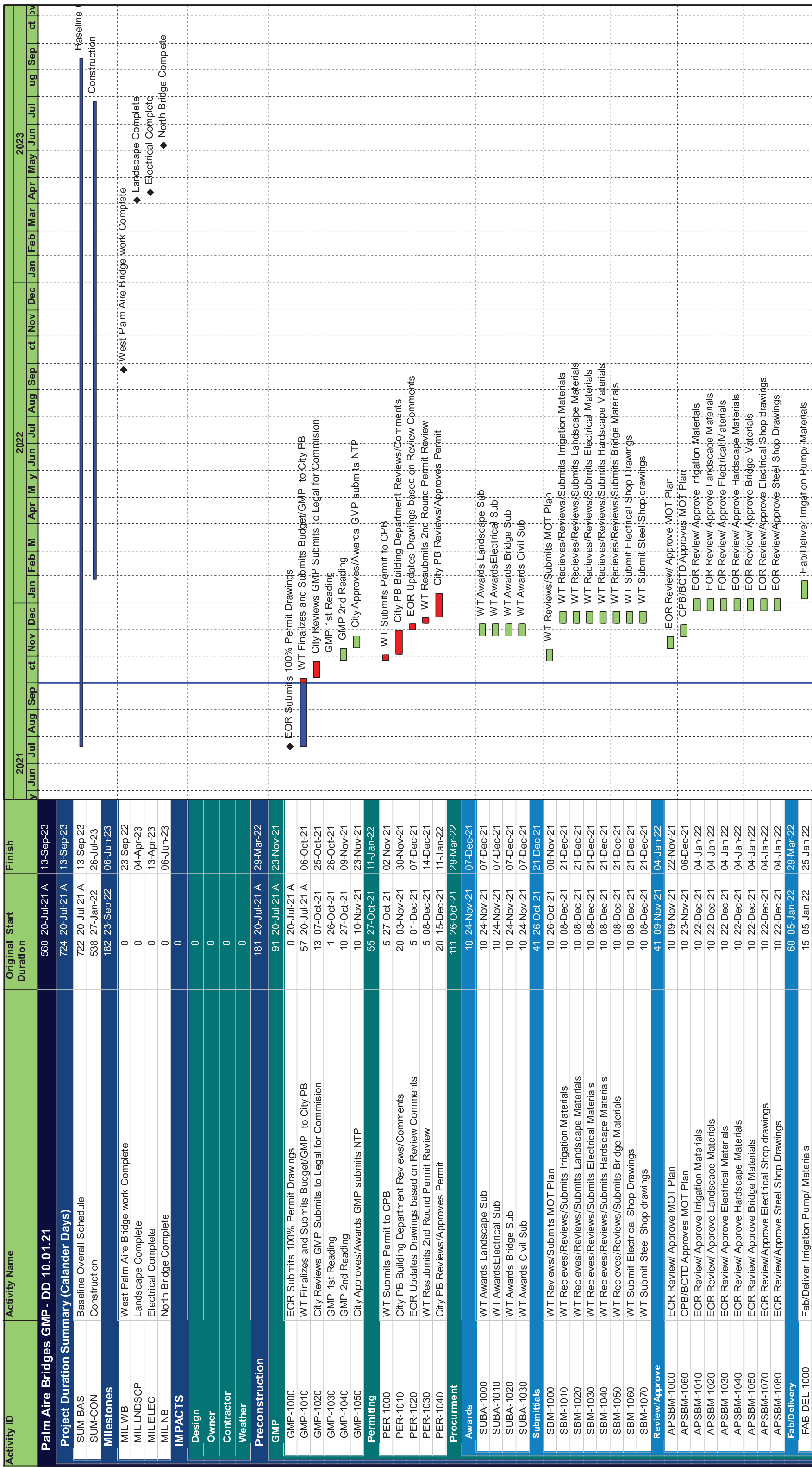
## City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name (1) <b>Palm Aire Bridges</b>		Contract Number and Work Order Number (if applicable) (2) <b>City Project #19358</b>	
Report Number (3)	Reporting Period (4)	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7) <b>The Whiting-Turner Contracting Company</b>		Contractor Telephone Number (8) <b>(954) 776 - 0800</b>	Contractor Email Address (9) <b>Dee.Lamb@whiting-turner.com</b>
Contractor Street Address (10) <b>400 East Atlantic Blvd, Suite B. Pompano Beach, FL 33060</b>	Project Manager Name (11) <b>Dee Lamb</b>	Project Manager Telephone Number (12) <b>(561) 718 - 0596</b>	Project Manager Email Address (13) <b>Dee.Lamb@whiting-turner.com</b>

<b>Local Business Payment Report</b>						
<b>Federal Identification Number (14)</b>	<b>Local Subcontractor Business Name (15)</b>	<b>Description of Work (16)</b>	<b>Project Amount (17)</b>	<b>Amount Paid this Reporting Period (18)</b>	<b>Invoice Number (19)</b>	<b>Total Paid to Date (20)</b>
27-3192549	Cutting Edge	Landscaping & Irrigation	\$450,000.00			
72-0296500	Cemex	Concrete Supplier	\$30,000.00			
03-0567725	David's Asphalt	Asphalt Milling & Resurfacing	\$40,000.00			
65-0806421	KEITH & Associates	Surveying	\$20,000.00			
65-0488860	Florida Engineering	Testing & Inspections	\$10,000.00			
<b>Total Paid to Date for All Local Business Subcontractors (21) \$</b>						

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

Contractor Name – Authorized Personnel (print) (22) <b>Dee Lamb</b>	Contractor Name – Authorized Personnel (sign) (23)	Title (24) <b>Project Manager</b>	Date (25)
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**Start:** 20-Jul-21

**Finish:** 13-Sep-23

**Data Date:** 01-Oct-21

**Run Date:** 06-Oct-21

**The Whiting-Turner Contracting Co.**

*PAB-GMP-1* Palm Aire Bridges GMP- DD 10.01.21 *1 of 5*

DW - All Activities Bar Chart W/ TF, TRA

**Legend:**

- Remaining Level of Effort
- Planned Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Start Constraint
- Milestone









## City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name <sup>(1)</sup> <b>Palm Aire Bridges</b>	Contract Number and Work Order Number (if applicable) <sup>(2)</sup> <b>City Project #19358</b>		
Report Number <sup>(3)</sup>	Reporting Period <sup>(4)</sup>	Local Business Contract Goal <sup>(5)</sup>	Estimated Contract Completion Date <sup>(6)</sup>
Contractor Name <sup>(7)</sup> <b>The Whiting-Turner Contracting Company</b>	Contractor Telephone Number <sup>(8)</sup> <b>(954) 776 - 0800</b>		
Contractor Street Address <sup>(10)</sup> <b>400 East Atlantic Blvd, Suite B. Pompano Beach, FL 33060</b>	Project Manager Name <sup>(11)</sup> <b>Dee Lamb</b>	Project Manager Telephone Number <sup>(12)</sup> <b>(561) 718 - 0596</b>	Contractor Email Address <sup>(9)</sup> <b>Dee.Lamb@whiting-turner.com</b>
			Project Manager Email Address <sup>(13)</sup> <b>Dee.Lamb@whiting-turner.com</b>

Local Business Payment Report						
Federal Identification Number <sup>(14)</sup>	Local Subcontractor Business Name <sup>(15)</sup>	Description of Work <sup>(16)</sup>	Project Amount <sup>(17)</sup>	Amount Paid this Reporting Period <sup>(18)</sup>	Invoice Number <sup>(19)</sup>	Total Paid to Date <sup>(20)</sup>
27-3192549	Cutting Edge	Landscaping & Irrigation	\$450,000.00			
72-0296500	Cemex	Concrete Supplier	\$30,000.00			
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65-0806421	KEITH & Associates	Surveying	\$20,000.00			
65-0488860	Florida Engineering	Testing & Inspections	\$10,000.00			
			<b>Total Paid to Date for All Local Business Subcontractors <sup>(21)</sup> \$</b>			

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

Contractor Name – Authorized Personnel (print) <sup>(22)</sup> <b>Dee Lamb</b>	Contractor Name – Authorized Personnel (sign) <sup>(23)</sup>	Title <sup>(24)</sup> <b>Project Manager</b>	Date <sup>(25)</sup>
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